Tiany Schuster Barrel Horses

135 Fairley Road Lumberton, Mississippi 39455 601.928.6181 225.907.3369 www.PerksMaster.com Tiany@TianySchuster.com www.TianySchuster.com

BREEDING CONTRACT

2008 Stud Fee \$1000

(Stud Fee Includes Booking Fee and one FREE SHIPMENT on Contracts Paid In Full.) Thank you for choosing one of our fine stallions. Upon the completion and acceptance of this contract, this certifies that,

Membership ID Number _____

(Mare Owner/Agent Name)

Has engaged one service, in the breeding year of 2008, to the stallion,

FAMOUS BROTHER AOHA ID 4843539.

To the mare,

Registration Number

(Mares REGISTERED Name)

Required Fees: Make All Checks Payable to Tiany Schuster

- X * \$250 Booking Fee (Due with signed contract) (Booking Fee Included in Stud Fee)
- * \$750 Remainder of Stud Fee (Due upon service or before 1st shipment)
- * <u>\$ N/C</u> Shipped Semen With Disposable Container (First Shipment ONLY)
- <u>X * \$</u> Total

List of Fees:

- * <u>\$ 10</u> Mare Care Dry (Per day) OR
- * \$ 15 Mare Care Wet (Per day) OR
- * <u>\$ 50</u> Chute Fee (Mares Bred on Farm. Fee is 1x per cycle or 1x per month.) OR
- * <u>\$250</u> *Shipped Semen With Disposable Container (next day service) OR
- * <u>\$ 80</u> *Collection of Semen (Picked up at farm by mare owner) OR
- * <u>\$400</u> *EMERGENCY OFF DAY COLLECTION (next day service) OR
- * \$ **Counter to Counter Airport Service (addition to shipped semen fees) OR
 - Other
- * \$_ * All mares that provide a 30-day clean uterine culture will receive a \$30 discount on that shipment of semen. Only one discount per cycle. Additional discounts may be given for follow up cycles with another 30-day clean culture. Culture results must be sent and received by Tiany Schuster before discount will be given. First shipment of semen shipped at no charge only to non discounted paid in full 2008 contracts.

**Counter to Counter service is not always available. Please call to confirm airport times.

ALL SEMEN ORDERS MUST BE REQUESTED NO LATER THAN 12 NOON CENTRAL TIME.

All correct completed travel documents must accompany mare. If a mare should leave the boarding stud after service or scanning of foal and thereafter wish to return, it may be required to provide additional proper health papers. EVA Seropositive mares must have a stable or declining titer before Tiany Shuster will accept mare on farm. This MUST be CERTIFIED before shipment of mare to farm.

In signing this document, the above owner/agent releases Tiany Schuster of any and all liabilities. The owner/agent authorizes Tiany Schuster to act on their behalf in case of an emergency and not hold Tiany Schuster liable for any decisions made or incidents that may occur. Any legal fees that Tiany Schuster may incur due to any and all litigations that may arise from the inherent risk of this contract shall be the mare owner's responsibility. ALL FEES MUST BE PAID BEFORE ANY HORSES ARE RELEASED OR SEMEN IS TO BE SHIPPED. Any unpaid fees and expenses will bear interest of eighteen percent (18%) per annum until paid. The unpaid balance of each amount is due and payable

within 10 days of receipt of service that was provided. Any past due account which shall not be paid with in thirty (30) days of service shall be subject to collection, including charges, expenses, attorneys fees and related cost which shall be incurred in the collection of balance. Mare shall be in healthy and sound breeding condition upon arrival to farm and MUST have a current 6-month coggins and a 30 health certificate. Mare owner agrees to pay for all necessary veterinary expenses incurred in the care and breeding of the mare and care of foal. Mare Owner agrees to use his or her reasonable best efforts to settle the Mare. If, however, the mare does not settle, Mare Owner will hold Tiany Schuster harmless from any loss or damage. Mare will be released when all fees and expenses, including veterinary charges, are paid. "Live Foal Guarantee" guarantee is for 30 days after foaling date. If foal dies, a veterinary certificate of death is required and breeding must be used in the 2009 breeding season. Mares on farm have first service over shipped semen. Shipped semen will only be available after mares at farm are bred for that day. Shipped semen is available ONLY for shipment on Monday-Wednesday-Friday. Each mare will only be allowed three shipments per season. If mare is still declared not in foal, mare must be sent to breeding farm for future service(s). THERE IS NO GUARANTEE OF OUALITY OF SHIPPED SEMEN. If there is any problem within the first 24 hours of shipment, notification must be given IMMEDIATELY. Any irregularities in semen after 24 hours are the responsibility of the receiver. Considerations will only be given for semen less than acceptable, prior to 24 hours, only after compared to other shipments and/or semen sample held back for analysis. The horses named in this contract are non transferable unless, the horses named were to die or become unfit for service. If the named stallion were to die or become unfit for service frozen semen would then be available at mare owners expense. If frozen semen were not available, stud fee, less booking and all other expenses, would only then be refunded. If named mare were to die or become unfit for service, a substitute mare with the same owner will then be allowed with the approval of Tiany Schuster. Tiany Schuster must immediately be notified and have a veterinarian certificate of proof. THERE WILL BE NO REFUNDS OF ANY KIND. All monies paid are NON REFUNDABLE, regardless of payment type (including credit cards), services received or not received, nor quality of goods. Mare owner agrees that all credit card transactions are final at time of processing, regardless of outcomes or decisions made at a later date. All out of country payments must be made in CERTIFIED FUNDS. All credit card transactions bear a 5% processing fee. No credit cards will be accepted unless residing in the United States. You cannot sell nor transfer breeding. All fees are non-refundable and booking fee reserves one breeding. Mississippi law governs this Agreement and Contract, of the terms provisions of which are performed in Forrest County, Mississippi. The parties agree that any legal action brought under this Agreement and Contract or pertaining to the subject matter of this Agreement/Contract can only be brought in Forrest County, Mississippi. Contract must be completed or it will not be accepted. I have read, understand, and agree to the terms and conditions. Please sign & make a copy for your records.

Owner/ Agent Signature	Date
Address	
City, State, Zip	Estimated Value of Mare \$
Phone/Contact Number	
Cell Phone	dollars)
Email	
Vet Contact Information	

SIGN AND RETURN TO ADDRESS ABOVE WITH CURRENT COPY OF MARES PAPERS AND ALL FEES. Make a copy for your records. To receive a returned completed copy, please provide a SASE with this contract. Please List any and all other information in space below:

Completed Contract Received and Accepted on by					
Date Received in Office	Amount Paid \$	Additional Amount Due\$			
Payments Received \$	For Service of	Date			
Payments Received \$	For Service of	Date			
Payments Received \$	For Service of	Date			
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Pre-Shipped Semen/Breeding Information Worksheet Please Return This Form with Each Breeding Contract

I,	, hereby confirm my reservation for one service to
the stallion, FAMO	JS BROTHER AQHA #4843539,
For the mare,	AQHA #

IS THIS MARE EVA POSITIVE or BEEN AROUND EVA POSITIVE HORSES? ____ Yes ____No (You MUST check one!) If Yes, Please Explain

MARES CURRENT PREGNANCY STATUS (select one as of contract date) _____ Maiden

 Open
 Year of Last Foal _____

 In Foal Last Breeding Date _____
 In Foal to (stallion) _____

 Wet
 Foaling Date _____

Please indicate if this is an embryo transfer Yes / No If yes, where will transfer be done?

1. Physical Address	Name	
•	Address	
	City/State	Zip
	Telephone	
2. Billing Address	Name	
	Address	
	City/State	Zip
	Telephone	-
3. Veterinarian	Name	
Used for inseminating	Address	
	City/State	Zip
	Telephone	
1 Other		

4. Other

THIS SEMEN MAY ONLY BE USED FOR THE DESIGNATED MARE!

Mare	owner's	/Agents	signature
Date			