

Stallion Breeding Contract

This contract is made and entered into this _____ day of _____, 20____, by and between _____, Agent or mare owner (herein after referred to as Mare Owner) and Ralena Smith, dba Double Creek Farm (herein after referred to as Stallion Owner). Mare owner agrees to breed the mare registered as _____ registration and association # _____ to the stallion _____ during the 20 ____ breeding season.

Season commencing February 1st 201____, and ending on December 30th, 201____ The contract sets forth all rights and responsibilities of the individual parties.

1. Breeding Fees:

A. A non refundable booking fee of \$ _____ is due at the signing and acceptance of this contract to reserve a breeding to the above name stallion during the breeding season. Address to mail checks, made to Ralena Smith, is above.

B. The shipping and collection fee (see below) are due prior to any shipment of semen. **Not all stallions are live cover, not all stallions ship**
**On Farm Breedings: One Month of mare care is due at the time your mare comes to the farm. Days will be refunded if not used.*

_____ check here if breeding is purchased during a special, if so, note special circumstances here:

C. If you purchase a Breeding through a Futurity or Organization and will be breeding On Farm, a \$150 fee will apply – payable to the farm separate to the futurity proceeds. If you purchase a breeding and will be needing semen shipped, fees are outlined below. You will need to bring a copy of the futurity breeding contract or mail prior to requesting semen to the farm. Check here if a SSA _____

D. ***If you would like one of our stallions entered into a particular futurity **or** incentive program that is not already enrolled, contact DCF as we may let you pay the enrollment in lieu of a breed fee, or along with (whereas all proceeds would be payable to you as nominator) depending on the circumstances.***

E. If you purchase a breeding that was originally belonging to another client or mare and is transferred, there is a \$150 transfer fee to cover paperwork and processing fees due when the mare comes to the farm for service. DCF needs to be made aware of any transfers, substitutions, or sales of breedings as mare may need to be approved before transfer. This does not apply to rebreeds of the same mare/stallion combo (the fee).

2. Collection and Processing Fees: are as follows, for the stallion \$375 per shipment for Fed/Ex priority overnight delivery, (this is roughly a \$200 collection/chute fee, and \$175 Fed Ex shipping fee. Does not include shipments going to Canada. Saturday shipping is an additional \$50. Airport driving delivery (terminal to terminal) fees if you request same day shipment (available per case only) will be \$50 on top of the Fed Ex fee. There will be a \$50 fee added to the shipping if you are needing semen on the WEST coast, as the time zones require drop off earlier than our pick up times. Frozen semen is not yet available for this stallion. This is payable each time that you require a shipment, so please consider cultering your mare to make sure she is ready for insemination.

* We need at least a 48 hr notice to collect and ship unless we have semen on hand (call first as early as possible as we do not collect every day)

* In some circumstances collection may be split between mare owners if the collection times sync with multiple mares (either on farm mares or mares needing shipping) if so, it will be split between the mares using the collection and vet fees, including collection and shipping will be split between the mares used.

3. Mare owner requirements: a photocopy or picture/text copy of mares registration papers is required with the signing of this contract if you are mailing a check or contract to us. Otherwise you can fill out a contract online and bring a copy when you come to the farm. The mare owner agrees that the mare offered for breeding shall be in sound breeding condition and free from infection or disease. If you cannot prove examination of clean culture before coming to the farm for live cover we may opt to have the mare examined at the farm before breeding. Per mare basis. *It is the mare owners' responsibility to have the mare DNA'd (if required) by the association they are registering the foal into, as well as transferring the mare into their name to register the resulting foal.

3A. Mares coming to the farm to breed will need to be vaccinated *at least* 60 days with 4-n-1 and Flu/Rhino killed vaccine as we have foals being born on a regular basis during breeding season. *A negative uterine culture is recommended but not required for maiden and open mares prior to breeding and can be done at The Farm. A culture will be required if the mare A) aborted or did not carry a foal to term, or B) did not get in foal with multiple prior breeding attempts. This can be done by the mare owners' veterinarian, or at the Farm.

4. The Equitainer used to ship semen is the sole property of Double Creek Farm. The mare owner is responsible for returning the container to the breeder at mare owners expense via mail within 3 days, it does not need to be sent overnight but does need to be sent with a tracking number with the mare owner's choice of mail carrier. There will be a \$25 per day late fee per day charged on all containers not returned in the allotted time. The address will be on the equitainer for returning shipment.

5. Semen Shipment Orders: *standard* shipping/collection days will be Monday, Wednesday, Friday and will need to have a *2 day notice* for most requests and a **confirmation call on the day before semen is requested** to be able to collect the stallion the next morning and have ready to ship that day. We will also do on-farm breedings or breedings at the vet (which will save money on culture, ovulation timing, and breeding for accuracy. Contact for pricing if the mare goes to the vet to be bred.

6. Live Foal Guaranteed: stallion owner guarantees that a single live foal will result from the breeding privilege granted herein. The term live foal means that one foal resulting from the breeding stands alone, nurses and lives for twenty four hours. It is understood that if the mare proves barren, aborts her foal, or if the foal is stillborn, a return breeding will be guaranteed the following year only, providing proper notification is given. Proper notification shall be defined as: written certificate by a licensed veterinarian within 48 hours that the mare absorbed, aborted or produced a non viable foal. Veterinarian verifies in writing that such abortion or death did not result from any act or omission on the part of the mare owner. Contact Ralena with Double Creek Farm with questions or for guidelines and preparations to guard the safety of the pregnancy through foaling, if desired.

7. Multiple Foals: it is agreed by the stallion owner and mare owner that only one foal will be registered for each breeding that is secured with this contract and that the semen received will only be utilized on the mare named above. It is the intent of the stallion owner that only one mare per contract be inseminated with transported semen. When utilizing embryo recovery and transfer, should more than one embryo result from breeding, mare owner agrees to pay an additional stallion service fee to receive a breeding certificate for additional foals.

8. Substitutions: if the above mare dies or becomes unfit for service during the breeding season, the mare owner may substitute another mare that is agreed upon by the mare owner and the breeder at no additional charge. Other reasons for substitutions need to be discussed prior to substituting, if for any other reason.

9. Cancellation of Contract: if the above named stallion dies, is sold, or becomes unfit for service during the breeding season, this contract shall become null and void. The breeding can be transferred to another one of DCF stallions or a refund may be issued, depending on circumstances. If the stallion should be sold during the breeding season all booked breedings will still be fulfilled by either the stallion owner or the new owner.

10. Litigation: any litigation that may result from this contract must take place in Surry County, NC only. Mare owner irrevocable and unconditionally submits to the personal and subject matter jurisdiction of NC. All objectives and to venue are waived.

11. Waiver of Liability: neither Ralena Smith, dba Double Creek Farm, nor their agents, employees, officers, directors, veterinarians, nor guests shall be held liable and shall be released and held harmless from any and all claims caused of auctions, expenses and damages of any nature resulting from or relating to any escape, accident, injury, sickness, disability, and/or death or mare and/or foal as well as any exercised of judgment by the released parties in connection with the custody and care of the mare and/or foal.

12. Liquidated damages: Should any dispute arise that is not otherwise governed or covered by a provision in this breeding contract, including but not limited to, a dispute alleging that breeder/stallion owner has breached this breeding contract, the parties hereby specifically agree that damages, expenses, costs, and fees, including attorneys fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of \$1,000.

13. Contract: this contract represents the entire agreement between the parties, no other agreements or promises, verbal or implied, are include unless specifically stated in this written contract. Additional agreements must be individually initialed by the parties. What mare owner and breeder or stallion owner sign this contract, it will be binding on both parties, subject to the above terms and conditions.

Paypal payments made for breedings to Double Creek Farm or Agent(s) of the farm also agree to the terms in this contract

14. Double Creek Farm offers foaling services, rates vary but usually board fee plus \$400. Mare will need to come to the farm at least 2 weeks prior to due date.

15. Mare Care Rates are as follows for dry mares. Wet mares add \$50 to the below fees.

- Full Marecare is \$350 to \$400/month(depending on what feed required), pro rated by the day if partial month on grass hay, \$400/month on alfalfa or timothy hay

- Half Marecare is \$300/month which is our hay and your grain. If your mare requires any other specific needs just let me know.

Initial here allowing the permission of any medication needed while the mare is here at the farm to be administered _____

Agreed to and accepted this day _____ of _____

Mare Owner/Agent Name (Print)

Signature

Mare Owner Address

City/State/Zip

Phone

Stallion Owner Signature

A Credit Card will need to be on file for shipping and collection unless you pay for this in advance. You can also pay through paypal on Double Creek Farm's website . Our paypal address is dblcreekfarm@aol.com note the mares name, and your last name when sending in any payments, it is how we track them in our system.

New for 2019, a credit card will need to be on file with the vet before any breeding services are completed, if required - unless a retainer is on file with paypal(credit towards services) or cash is paid at mare drop off. No exceptions.