

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 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 # _____ to the stallion **LITTLE LUCKY STREKE** registration #, **989531** during the 20____ breeding season.

Season commencing February 1st 20____, and ending on September 30th, 20____. 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.

B. The non refundable balance of the stallion breeding fee (\$_____) and the collection and processing fee (see breakdown below) are due prior to any shipment of semen.

C. If you purchase a Breeding through a Futurity or Organization and will be breeding On Farm, a \$150 transfer 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.

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.

THIS STALLION STANDS LIVE COVER AT THE FARM ONLY AT THIS TIME CHECK FOR SHIPPING AVAILABILITY

2. Collection and Processing Fees: are as follows, for the stallion \$400 per shipment for Fed/Ex priority overnight delivery, (this is roughly a \$175 collection/chute fee, and \$175 Fed Ex shipping fee and a \$50 Fedex drop off fee. If you do not need priority overnight, shipping is usually \$375 - Does not include shipments going to Canada. Saturday shipping is an additional \$50. Airport driving fees if you request same (or first priority, in some time zones) day shipment (available per case only) will be \$50 on top of the Fed Ex fee. If you have a Fed Ex account we can use your account information and bill directly to you if you let us know before you request shipment. Frozen semen is not yet available for this stallion. This is payable each time that you require a shipment, so please consider culturing your mare to make sure she is ready for insemination and working with a knowledgeable repro vet that can walk you through the process.

- We typically 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) \$400 for air service – counter to counter will be drop off after regular pickup times and you pick up at your fedex hold center.

- A deposit may be required for the Equitainer and will be returned once the container is returned.

- *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.*

3. Registration Papers: a photocopy of mares registration papers is required with the signing of this contract (you can also text or email a picture) 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.

3A. Mares coming to the farm to breed will need to be vaccinated *at least* 60 days with *at least* a 4-n-1 and Flu/Rhino killed vaccine.

3B. A negative uterine culture is *recommended* for maiden and open mares prior to breeding and can be done at The Farm.

4. The Equitainer used to ship semen is the sole property of Double Creek Farm or the issuing vet (see return address on container). The mare owner is responsible for returning the container to the breeder at mare owner's expense via mail within 3 days; 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. If you are not on the east coast, please keep time zone values into consideration when manipulating your mares' cycle, scheduling ultrasounds, and in essence calling the farm to request shipment. It takes 1.5 hrs to get the stallion loaded and drive to the clinic, so we need enough time to schedule.

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.

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.

7B. Color Foal Guarantee: for some of The Farm's stallions, we offer a guaranteed colored (meeting color breed requirements for regular registry) foal. If you get a solid foal, you have the option to re-breed for ½ the stud fee in the next breeding cycle, and still keep the solid foal. If the foal is solid then later is found that it meets registration requirements with qualifying white, the balance of the half of the stud fee resulting will need to be paid to The Farm. **THIS STALLION OFFERS A LIVE COLORED FOAL GUARANTEE**

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.

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 stallion breeding fee less the booking fee, if paid in full, will be refunded to mare owner only if the above named stallion dies and the mare proves barren or does not produce a live foal. For no other reason other than that of the stallion dying will money be refunded. 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 irrevocably and unconditionally submits to the personal and subject matter jurisdiction of NC. All objections 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 by auctions, expenses and damages of any nature resulting from or relating to any escape, accident, injury, sickness, disability, and/or death of 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 included 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.

14. Mare Care Current Rates are as follows:

- Full Marecare is \$350/month, pro rated by the day if partial month on grass hay, \$400/month on alfalfa 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. We can also adjust if you bring your hay and your grain. Per case basis. Wet mares (foals at side) add \$75 to boarding cost per month

Agreed to and accepted this _____ day of _____, _____

Mare Owner/Agent Signature

Mare Owner Address

Mare Owner Phone & Email

Stallion Owner/Agent

A Credit Card will need to be on file for shipping, collection if requesting semen and for on farm mares vet services. You can also choose to pay in advance for projected services your mare will likely incur(ultrasound on farm, vet call, shipping/collection, etc) You can also pay through paypal on Double Creek Farm website . Our paypal address is dblcreekfarm@aol.com a 3% fee is added for credit card processing through paypal.

One month board is due up front when you bring your mare unless you have made prior arrangements with The Farm