

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 Lucy Taylor, dba Pilot Knob Equestrian Center (herein after referred to as Stallion Owner). Mare owner agrees to breed the mare registered as _____ registration # _____ to the stallion **PAINTING FREEDOM TB** registration # **APHA 721488** during the 20____ breeding season.

Season commencing February 1st 20____, and ending on November 29th, 20____. The contract sets forth all rights and responsibilities of the individual parties. THIS BREEDING WILL RESULT IN AN APHA AND/OR AQHA FOAL. THOROUGHBRED AND SPORHORSE/WARMBLOOD MARES USE A SEPARATE CONTRACT.

1. Breeding Fees: Note any modifications or early discounts HERE _____

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 desired.

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 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 PKEC 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 in addition to any mare care or shipping/collection/procession fees needed.

2. Collection and Processing Fees: are as follows, for the stallion \$400 per shipment for Fed/Ex priority overnight delivery, (this is roughly a \$200 collection/chute fee, and \$200 Fed Ex shipping and transport fee. Does not include shipments going to Canada. Saturday shipping is an additional \$50. Airport driving fees if you request same 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 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) \$400 for same day air service – counter to counter will be airport drop off and pick up at your airport.

- 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 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 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 _____. The mare owner is responsible for returning the container to the breeder at mare owners 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 request, 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.

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.

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 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.

14. Mare Care Rates are as follows:

- Full Marecare is \$400/month, pro rated by the day if partial month on grass hay, \$475/month on alfalfa hay
- Half Marecare is \$250/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 add \$50 to boarding cost per month

Agreed to and accepted this _____ day of _____, _____

Mare Owner/Agent

Stallion Owner

Mare Owner Address

City/State/Zip

Phone

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 website www.doublecreekfarm.net Our paypal address is dreamcatcherinc@msn.com please send using the

Friends/Family option or expect to add 3% card processing Fees.