



## 2010 Breeding Contract

This Stallion Breeding Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ (Stallion Owner) and \_\_\_\_\_ (Mare Owner). Mare Owner agrees to breed the Mare, \_\_\_\_\_, Reg. # \_\_\_\_\_ to the Stallion, \_\_\_\_\_, Reg. # \_\_\_\_\_.

**Stud Fee:** \$ \_\_\_\_\_ (made payable to \_\_\_\_\_ (Stallion Owner) and returned with signed contract.)

**Chute Fee:** \$ 500.00 (made payable to **Equine Reproductive Services, LLC** upon Mare's arrival. Or prior to first shipment of semen)

**Semen Shipments:** \$ 175.00 (made payable to **Equine Reproductive Service, LLC** prior to shipment and is non-refundable)

- Stallion Owner and Equine Reproductive Service, LLC will not insure the Mare or her offspring. Mare owner is solely responsible for purchasing insurance against the injury or death of the mare and/or her offspring. Mare owner acknowledges by signature on this agreement that said insurance will be the sole source of remedy to the mare owner in the event of injury and/or death of the mare and/or her offspring.
- A live foal guarantee shall pertain only to mares that are pronounced 45 days safe in foal and confirmed in writing by a licensed veterinarian. Mares not confirmed 45 days safe in foal will not have a live foal guarantee. A live foal is described as a newborn foal which stands and sucks. If foal is born dead, there are return privileges only if Equine Reproductive Service, LLC is notified within three (3) working days and receives a licensed veterinarian's statement confirming death. Stallion and all other breeding fees are not refundable.
- The mare owner represents that the mare is healthy and sound for breeding. Mare owner may be required to provide veterinary records and/or breeding records to Equine Reproductive Service, LLC upon request by Equine Reproductive Service, LLC. Live foal guarantee is null and void in the event that the mare is not current on vaccinations. Specifically, the mare owner represents that the mare to be bred has been vaccinated **within ninety (90) days** prior to arrival for the following: Influenza, Rhinopneumonitis; **within the last six (6) months** Strep Equi (Strangles); and **within the last year** Encephalitis, Tetanus, West Nile, Rabies.
- If a licensed veterinarian pronounces Mare in foal and the Mare miscarries or aborts after returning home, the Mare Owner has the privilege to re-breed the same Mare during current season OR the following year's breeding season ONLY. A veterinarian's statement is required and all fees must have been paid.
- If Mare is not settled in foal by end of current breeding season, and Mare Owner wishes to return her for a re-breed the following season, Mare Owner will be responsible for payment of the chute fee for the 2011 breeding season and Mare must be re-bred on-site at Equine Reproductive Service, LLC. Equine Reproductive Service, LLC reserves the right to change fees for the subsequent breeding year upon notice to the mare owner.
- If Mare Owner fails to re-breed the following year, then any and all fees paid shall be forfeit and the right to re-breed is thereby canceled and Equine Reproductive Service, LLC and Stallion Owner are released from any further obligation whatsoever.
- It is agreed that should the above named stallion die or become unfit for service after the Mare is pronounced safely in foal, the Stallion Owner and Equine Reproductive Service, LLC are released from all further responsibility under this agreement. It is agreed that should the above named stallion be sold after the mare is pronounced safely in foal, the Stallion Owner and Equine Reproductive Service, LLC are released from all further responsibility under this agreement. If Mare dies or becomes unfit for breeding, the Mare Owner may return with a substitute mare approved by the Stallion Owner the following breeding season ONLY and subject to above re-breed stipulations and mare health and soundness requirements.
- A Breeder's Certificate will be issued to the registered Mare's Owner when Stallion Owner is notified of foal's birth and only if all fees have been paid in full to Equine Reproductive Service, LLC and/or Stallion Owner.
- Mare owner warrants and represents that he or she is the sole lawful and registered owner of the mare and has all rights to enter into this breeding contract. Mare owner assumes all risk that the mare and/or stallion may pass on undesirable genetic traits or conditions to the offspring.
- When Stallion Owner/Agent countersigns and returns confirmation copy of this contract to Mare Owner, it will then become a binding contract on both parties, subject to terms and conditions set forth herein. There will be no exceptions to the terms of this contract that are not provided for in writing and signed by all parties to the contract. This contract is not transferable by Mare Owner.

# Shipped Semen Agreement

(Please initial below and complete below if requesting cooled shipped semen)

Initials of mare owner: \_\_\_\_\_

- Signed contract must be returned to Equine Reproductive Services, L.L.C., with a copy of mare's registration papers, entire stud fee payable to stallion owner and the transported semen fees payable to Equine Reproductive Services, L.L.C., prior to shipment of semen.
- Semen shall be shipped during the breeding season only February 1st until July 15th.
- A non-refundable \$500.00 chute fee and \$175.00 shipment fee shall be due and payable in advance to Equine Reproductive Services, L.L.C. prior to the shipment of semen. This fee includes the collection and processing of the first shipment of semen. If additional shipments are required, there will be an additional collection and processing charge of \$175.00 per shipment.
- Mares on premises of Equine Reproductive Services, L.L.C. have a breeding priority on any given breeding day. Therefore, Equine Reproductive Services, L.L.C. makes no guarantee that cooled semen will be available for transportation on any specific day.
- Mare owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all Breed registry requirements concerning the use and handling of cooled semen. Mare owner agrees that the cooled semen will only be shipped to and the insemination will only be performed by a licensed veterinarian (or a breeding farm that retains a licensed veterinarian) who is qualified and experienced in the handling and use of cooled semen. The receiving veterinarian/farm manager and the shipping location named below shall be agreed to as a part of this contract:

Veterinarian / Farm Manager \_\_\_\_\_  
Designated Breeding Facility \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ Phone # \_\_\_\_\_  
Nearest major airport \_\_\_\_\_ air freight charge \$200.00

- Equine Reproductive Services, L.L.C. only assumes responsibility to ship semen in viable condition to the designated location and shall not be held responsible for contamination of semen during or after shipment, loss of viability, or costs arising from shipments delayed, damaged or lost in transit. Equine Reproductive Services, L.L.C. and/or the stallion owner does not guarantee the fertility of any stallion, but does agree to process each ejaculate so as to optimize 24 hour post cool motility and subsequent fertility. Every effort should be made to inseminate mare within 24 hours after collection from the Stallion. Mare owner agrees to use all cooled semen provided by the Agreement for the mare named in this Agreement and no other. Any use of semen in violation of this agreement, including but not limited to use of cooled semen for any mare other than the mare named in this agreement, voids and nullifies any and all warranties and guarantees made by Equine Reproductive Service, LLC, including but not limited to the live foal guarantee and re-breeds, which may be provided under this agreement.
- The mare owner agrees to return the shipping container and its' contents to Equine Reproductive Services, L.L.C. within 72 hours. At the discretion of Equine Reproductive Services, L.L.C. a late fee of \$25.00 per day may be assessed if the shipping container is not returned within this time period.
- It is the mare owner's responsibility to return the signed pink copy of the Semen Collection Insemination Certificate to Equine Reproductive Services, L.L.C. and forward a signed copy of the certificate to the appropriate Breed registry.
- Mare owner is solely responsible for the insemination and monitoring of the mare's fertility and pregnancy.
- Mare owner agrees to have mare checked by a licensed veterinarian no later than 18 days after insemination. The mare owner agrees to have mare checked for pregnancy within 35 days of insemination and notify Equine Reproductive Services, L.L.C. in writing the results of this exam. Failure to provide such notification voids and nullifies any and all warranties and guarantees made by Equine Reproductive Service, LLC, including but not limited to the live foal guarantee and re-breeds, which may be provided under this agreement.
- The "Breeder's Certificate" shall be issued by stallion owner for each live foal born as a result of shipped semen provided with this contract. All expenses pertaining to this breeding must be paid in full prior to issuance of certificate.

# On-Site Breeding Agreement

(Please initial if requesting on-site breeding)

Initials of mare owner: \_\_\_\_\_

- ERS will breed Owner's non-embryo donor mares for a farm service fee of \$500.00. This fee includes routine inseminations and record keeping. The farm service fee for donor embryo mares will be \$1000.00. This fee includes routine inseminations, record keeping and up to three embryo flushes. If a successful pregnancy does not result after the third embryo flush the normal rate of \$350.00 per flush will be charged. Please note the chute fee is only applicable for one specified breeding cross. When breeding the same mare to multiple stallions, additional chute fees will be charged accordingly. The farm service fee is due upon the mare's arrival at ERS and does not carry forward to the 2011 season.
- Owner will provide ERS with a valid credit card number and authorize ERS for the use of said card for monthly mare care, farrier and/or veterinary services.
- Additional charges will be incurred for the following services if needed: palpations, ultrasounds, breeding soundness examinations, special insemination procedures, uterine treatments, hormonal therapy and diagnostic testing. These items will be billed on a monthly basis.
- Mares will be boarded at ERS for \$15.00 per day for wet mares and \$13.00 per day for dry mares. The mare care charges are payable on a monthly basis.
- Embryo Retrieval is available as outlined in item #1. Owner is responsible for making arrangements with an embryo receiving center for transfer to a recipient mare. A list of centers is available upon request.
- The Owner will make all arrangements for stallion service separately from this contract.
- Owner agrees to pay all additional charges and boarding expenses prior to release of the mare. A credit card number will be on file at the time the mare is received by ERS and incurred fees will be charged monthly and/or upon mare's release.
- Owner agrees to allow veterinarians employed by ERS to examine the mare and perform any veterinary services deemed necessary. Services include but are not limited to, deworming, vaccination, treatment of illness or infections, cuts and abrasions, and preventative measures. Fees for the above mentioned services will be the responsibility of the mare owner and will be billed upon a monthly basis.
- Owner agrees to provide ERS with a negative Coggins report taken within six (6) months prior to arrival, or veterinarians employed by ERS will perform a Coggins test at Owner's expense.
- Owner agrees to provide ERS with proof of vaccination within ninety (90) days prior to arrival for the following: Influenza, Rhinopneumonitis; within the last six (6) months Strep Equi (Strangles); and within the last year Encephalitis, Tetanus, West Nile, Rabies, and or veterinarians employed by ERS will vaccinate at Owner's expense.
- Owner agrees that deworming and dental care will be current or veterinarians employed by ERS will provide services at Owner's expense.
- It is mutually agreed that ERS, their staff or any personnel associated with the above shall not be liable for any sickness, disease, theft, death, accident and/or injury caused to the above named animal during the time the horse is in the custody of or under the control of ERS or for any claim or cause of action whatsoever arising out of or in any way connected with ERS's care, custody, control, breeding, boarding or transporting the animal. This includes but is not limited to any personal injury or disability, commercial loss or damage, consequential damages, or any other expense or cost which owner of said animal may receive while owner or horse are the control of ERS or on the premises of ERS

**UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

Thank you for entrusting Equine Reproductive Services, L.L.C. with your mare. We look forward to a successful 2010 breeding season.

**No horse will be checked in or semen shipped without the following information**

**Credit card information**

Name as it appears on card: \_\_\_\_\_

Type: \_\_\_\_\_ Number: \_\_\_\_\_ Expiration: \_\_\_\_\_ V#: \_\_\_\_\_

Signature: \_\_\_\_\_ by signing I authorize ERS to bill my card on a monthly basis for charges incurred.

This card will also be provided to the veterinarian for any services performed.

Signature: \_\_\_\_\_

**Insurance Information**

\_\_\_\_\_ (mare's name), registration # \_\_\_\_\_

\_\_\_\_\_ is \_\_\_\_\_ is not insured.

Insurance Company: \_\_\_\_\_

Telephone & Fax: \_\_\_\_\_

AGREED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

Mare Owner:

By: \_\_\_\_\_

(Signature)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Equine Reproductive Services, L.L.C.:

By: \_\_\_\_\_