



2019 Stallion Service Breeding Contract for Transported Cooled Semen

Breeding Season: March 1 – June 30, 2019
Stallion: MORGAN DUN N STONE
AQHA Registration: 5135374
APHA Approved: Q5135374
ICHR Registration: 744
FQHR Registration: AP3335 - 87.20703125%
2019 Breeding Fee: \$750

This document serves as a **Stallion Service Contract** for transported cooled semen for the **2019** breeding season and is made and entered into on this date _____, by and between **Karina Fletcher of Arrow Maker Ranch**, hereinafter designated as Stallion Owner, and _____ hereinafter designated as Mare Owner.

Mare Owner agrees to breed the Mare _____ (Registry: _____ & Reg. #: _____) to the Stallion, **Morgan Dun N Stone** AQHA Registration No. 5135374 for the fee of **\$750.00** for a live colored foal subject to the following conditions:

- 1) A **\$150.00** non-refundable booking fee (included toward stud fee) must be paid at the time the contract is signed. Mare will not be booked for the Stallion until the booking fee and signed contract are received by the Stallion Owner. Grade and non-AQHA/APHA Mares are accepted.
- 2) Fees: Collection and shipping fees for the 1st semen shipment *only* are included in the stud fee. If additional semen shipments are required (for example, if the Mare fails to settle on the first shipment) additional fees will apply for *each* shipment (\$350.00), payable to River Grove Veterinary Service. Fees and facility are subject to change.
- 3) A photo copy of the Mare's registration papers must accompany the contract (used for Stallion breeding report and recording purposes). If any types of ownership or registration papers exist for grade or non-AQHA/APHA Mares, a photo copy must accompany the contract (i.e. FHANA, IALHA, etc.).
- 4) It is *required* that the Mare obtains a clean culture prior to any attempts to breed or the LCFG is void.
- 5) Mare Substitution: If the above named Mare should die or be found unfit for breeding during the breeding season, then the Mare Owner may substitute another Mare for breeding in lieu of the Mare listed on this contract, with Stallion Owner's approval. If Stallion should die or become unfit for service, then the Stallion Owner will return breeding fees minus the booking fee.
- 6) The balance of the stud fee must be paid in full before the first shipment of semen.
- 7) Stallion Owner certifies that Stallion is credibly tested (Animal Genetics, Inc. & UC Davis) N/N (not a carrier) for the HERDA, GBED, PSSM1, HYPP, MH, and LWO diseases. He has also been tested negative and vaccinated for EVA. Results documents are available upon request or can be confirmed by calling the AQHA. Genetic color results are also available upon request.

- a) It is highly recommended that the Mare, especially stock breeds, is also tested for these diseases, though this is not required to breed to **Morgan Dun N Stone** at this time.
- 8) This contract contains a **Live Colored Foal Guarantee**.
 - a) A live foal is described as a newborn foal which stands and nurses without assistance and remains alive for 48 hours. Rebreed privileges only apply if death of the resulting foal prior to 48 hours is not caused by an accident or negligence.
 - b) If the foal is born dead, rebreed privileges exist for the 2020 season, only if the Stallion Owner/Manager is notified within 1 week and receives a licensed veterinarian's statement confirming death or not a "Live Foal" birth as defined above.
 - c) If after being pronounced *safe in foal* the Mare should miscarry, abort, or prove barren, the Mare Owner has the privilege for breeding during the current breeding season or the following year only, and only during the time the Stallion's book is open for that year.
 - d) A colored foal is described as a foal that is not genotyped black, bay, or sorrel.
- 9) Successful Pregnancy: It is understood by both the Mare Owner and Stallion Owner that final responsibility of a successful pregnancy, using transported semen, lays with the Mare Owner and his/her veterinarian. However, in the spirit of achieving a successful pregnancy, Stallion Owner will offer the following options. If, after breeding through two (2) heat cycles, the Mare fails to conceive, the Mare Owner shall have the reproductive status of the Mare reevaluated and consult with Stallion Owner and jointly decide to:
 - a) Continue breeding.
 - b) Select a substitute Mare and continue breeding, or
 - c) If, after continuous breeding attempts, a successful pregnancy has not been achieved by September 1 of the breeding year, the Mare Owner may choose to carry the breeding over to the following year only. Additional fees will apply the following year.
 - d) Mare Owner may ship the Mare to Stallion Owner and continue breeding through artificial insemination with fresh semen at the Stallion's location and at the Mare Owner's sole expense.If the Mare Owner decides to discontinue breeding and does NOT exercise any of the above options, all fees and deposits previously paid will be forfeited by Mare Owner to Stallion Owner. There will be no cash refunds and all rebreed rights will be forfeited.
- 10) Release of Liability: Mare Owner fully understands, authorizes and assumes the special risks inherent in breeding with the use of transported semen. Mare Owner also understands the risk of failure, due to many variables and unknown causes, and shall hold Stallion Owner and River Grove Veterinary Service harmless from any losses suffered due to any unsuccessful attempt at conception. Mare Owner further understands the costs of such setbacks are considered part of the "normal risk and cost of doing business" and shall further hold Stallion Owner and River Grove Veterinary Service harmless from any such claims whether ordinary, special, incidental, or consequential.
- 11) The Mare Owner assumes all responsibility for pregnancy testing.
- 12) The Mare Owner hereby grants license and permission to the Stallion Owner to use any photographs of the Mare and any get of the above mentioned for promotional purposes. The Stallion Owner may identify the Mare and the Mare Owner in the event said promotion is engaged. This permission extends to include any and all photos of the Mare and/or get, including photos publicly posted online.
- 13) Conditions of Service Contract: The Mare Owner understands and accepts the terms of this Agreement. The Mare Owner understands that all fees must be paid BEFORE semen will be transported, as outlined in this Agreement. The Mare Owner understands that the Stallion Service Contract must be signed, booking fee, and balance of the stud fee must sent to Stallion Owner, and have cleared, BEFORE semen is shipped.
- 14) The Mare Owner hereby certified that he or she has all power and authority to enter into this particular agreement for the Mare in question (i.e. Owner/Authorized Agent).

- 15) Mare owner understands that semen is shipped on a limited basis. Stallion must be transported to collection facility. Because of this, the request for semen must be made no less than (2) two days prior to date of insemination. Shipped semen requests will be filled in the order received.
- 16) A Breeder's Certificate will be issued for a foal sired by **Morgan Dun N Stone** upon payment of all fees and upon notification of the birth of the foal.
- 17) Stallion Owner will not be held responsible for any time delays or time lost due to transporting Stallion to collection facility or for any unforeseen accident or other circumstances that may arise in shipping or otherwise.
- 18) **Types of Payment:** Types of payment accepted by Arrow Maker Ranch include PayPal (plus 3.2% fees through invoice), personal check (must clear before semen is collected/shipped), and cash. Make checks payable to Arrow Maker Ranch and mail to 5220 Jardine Road, Paso Robles, CA 93446. Wire transfers may be accepted on a case by case basis.
 - a) River Grove Veterinary Service offers onsite AI with fresh semen. Full stud fee will still apply, payable to Arrow Maker Ranch. All arrangements for payments to River Grove Veterinary Service (i.e. chute fee for Mare) are separate from this Stallion Service Contract and are the responsibility and sole cost of the Mare Owner.
 - b) Contact information for River Grove Veterinary Service: Dr. Melissa Patten - (805) 467-7329.
- 19) This contract cannot be assigned or transferred without prior consent of the Stallion Owner in writing. This contract represents the entire agreement between the parties. No other agreement or promises, verbal or implied, are included unless specifically stated in the written contract.

This contract shall be governed by the laws of the State of California. This contract shall act as a Stallion service certificate on the Mare. This contract is hereby executed as of the date signed by the Stallion Owner which date shall govern the effective dates of said contract.

Mare Owner Signature

Mare Owner Printed Name

Mare Owner Address (where mail can be received)

Mare Owner Telephone Number

Mare Owner Email and/or

PayPal Email (if applicable)

If address that semen is to be shipped to is different than the above, list the shipping address:

Contact Information for Shipping Address:

Stallion Owner Printed Name
Karina Fletcher, Arrow Maker Ranch

Stallion Owner Signature

Date

Booking Fee (office use only) in the amount of \$150.00 was received on ____ / ____ / ____ by
 Check Cash PayPal