

# YEAGER GF - 2011 STALLION SERVICE CONTRACT FOR TRANSPORTED SEMEN

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, this AGREEMENT is being made between Anne Johnson (stallion owner), hereinafter referred to as "THE FARM," and \_\_\_\_\_, hereinafter referred to as "MARE OWNER."

WHEREAS, MARE OWNER is the owner or lessee of a certain mare having the registered name of \_\_\_\_\_, with the \_\_\_\_\_ Registry, Registration No. \_\_\_\_\_, foaled \_\_\_\_\_, color \_\_\_\_\_.

WHEREAS, MARE OWNER wishes to breed said mare to the stallion, **Yeager GF** with shipped cooled semen. IT IS NOW THEREFORE AGREED between the parties as follows:

## **Booking and Stallion Fees:**

- (A) Upon receipt of the non-refundable \$250 booking fee, THE FARM hereby agrees to breed the stallion, **Yeager GF**, to the mare belonging to the MARE OWNER as above described.
- (B) All collection, preparation and shipping/container costs will be paid by the MARE OWNER to **Rocky Bay Equine** and is their sole responsibility.
- (C) The full amount of the stud fee must be received by THE FARM before Semen will be shipped (this amount includes the \$250 booking fee). The stud fee for 2011 is **\$850**.
- (D) If any discounts apply, please list here:

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## **To Be Returned With Contract:**

The MARE OWNER must return the following items with this signed and completed contract:

- 1) The booking fee (\$250)** must be made at this time. It should be in the form of a check made payable to **Anne Johnson**. It may also be paid online at [www.blacktreefarm.com](http://www.blacktreefarm.com) using a credit card or Paypal (the link for this is on Yeager's 'Breeding' page). If desired, the full stud fee may be paid at this time.
- 2) A photocopy of the mare's registration papers** (if mare is registered with any registry).
- 3) Clear photographs of the mare**, taken from each side and from directly in front and back. Photocopies, printouts or emailed photos are acceptable.

*Once completed, please mail to:* Anne Johnson, 8404 New Brooklyn Rd., Bainbridge Island, WA 98110.

## **General Conditions:**

Contact **Rocky Bay Equine** for cooled shipped semen breeding instructions, collection costs and shipping prices at: **1-253-858-4529** or **1-360-876-1544**. Prices are also listed at: <http://www.rockybayequine.com>.

PLEASE NOTE: **Both Rocky Bay Equine & THE FARM should be contacted by MARE OWNER at least ten days prior to shipping** in order to set up all necessary arrangements, or the shipment date cannot be guaranteed. Collection, preparation and shipping/container costs are not included in the stud fee. Prices for these services will be determined by and paid to **Rocky Bay Equine** by MARE OWNER.

If the mare requires additional collections to settle, the MARE OWNER will be charged by **Rocky Bay Equine** for these collections plus any special handling or shipping/container charges. THE FARM agrees not to ship semen with a knowingly poor motility &/or sperm count; however, if the mare fails to settle, for any reason, THE FARM and **Rocky Bay Equine** shall be held blameless.

Semen shall be shipped to, handled and administered by a licensed veterinarian only. THE FARM and **Rocky Bay Equine** will not be held liable for semen that is not viable upon delivery due to errors, delays or damages in the shipping process. The MARE OWNER agrees to use shipped Semen only on the mare described in this contract, and is required to have the administering veterinarian provide verification that said mare was the only one inseminated upon request. THE FARM is not responsible for any accident, illness, disease or death of either the mare or the foal.

This contract is a “**Live Foal**” contract. “Live Foal” is herein defined as a newborn foal which stands and nurses without assistance for 24 hours. If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return breeding privilege for the following breeding season only if the notification procedures as set forth below are followed:

None of the above fees shall be refundable except as described below. Should this breeding not produce a live foal as described above, it must be evidenced by a written statement from a licensed veterinarian dated within one week from the date of death of the fetus, or in the alternative, a sworn statement from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown. In this instance, THE FARM guarantees a return breeding for the following breeding season (only for said mare or an approved substitute). It is expressly understood and agreed that beyond the rebreeding privilege set forth in this paragraph, that there is no warranty, either expressed or implied, concerning delivery of a live foal. When rebreeding, the MARE OWNER agrees to pay for all collection, preparation and shipping/container costs.

*Should the stallion die, be sold, or become unfit for service*, this contract shall become null and void. If at that time the mare had not yet received a collection, the stud fee only (less the \$250 booking fee) shall be refunded. If the mare received a collection, but had not yet settled or produced a live foal, half of the stud fee only shall be refunded. *If the mare dies prior to settling or to producing a live foal*, the MARE OWNER may continue the breeding with an approved substitute mare. If the MARE OWNER chooses not to complete the breeding with a substitute, however, the live foal guarantee as described above shall become null and void and no refunds will be given. No other fees or charges are refundable, including all collection, preparation and shipping/container costs paid to **Rocky Bay Equine**.

It is understood that the breeding season for THE FARM runs from March 15th to July 31st of the same calendar year. Mares who do not come into season or are not settled within said breeding season shall be carried over to the following year, or may be rebred during the following heat(s) if it is practical for THE FARM to do so. In the event that the MARE OWNER elects to rebreed during the following breeding season, the MARE OWNER agrees to pay any increases in collection, preparation or shipping/container costs. If the mare (or an approved substitute) does not settle or produce a live foal within two years from the start of this contract, this agreement will become null and void, and no refund shall be issued to the MARE OWNER.

## **MARE OWNER's Responsibilities:**

MARE OWNER agrees to have said mare pregnancy checked between thirty-five and forty-five days from the date of the last breeding and to provide certified results of said test to THE FARM within five days from the date of said pregnancy check. The MARE OWNER agrees to be responsible for the payment of all expenses and fees associated with such testing and to hold THE FARM harmless therefrom. Failure to provide said information could result in waiver of the live foal guarantee.

MARE OWNER is responsible for the mare's health. THE FARM strongly encourages the MARE OWNER to have a licensed veterinarian examine any non-maiden mare and perform a uterine culture, preferably in heat, prior to breeding. A uterine culture and cytology are required if mare did not settle or produce a live foal in the previous season and is being rebred.

MARE OWNER should have a licensed veterinarian examine the mare to determine the phase of ovulation and recommend the proper time to request Semen. Additionally, rhino shots in the 5th, 7th and 9th months are strongly suggested. Failure to do so may void contract, should abortion occur.

Sale of the mare by the MARE OWNER to another party (or parties) will terminate the live foal guarantee (as set forth and described above) and any rights to rebreed if mare has not settled, unless same is acknowledged and accepted in writing by THE FARM.

MARE OWNER agrees to provide several photos of the foal produced (taken in the first three months of age) to the FARM, and by doing so, releases all rights to these photographs to be used in the future by THE FARM. A breeder's certificate for the foal will be provided by THE FARM to the MARE OWNER upon receipt of the photos. Sharing of any further photographs (and news of the foal) with THE FARM is always encouraged.

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## **Incentives offered by THE FARM that apply at the time of breeding are:**

Multiple Mare Discount - When you breed one mare to Yeager GF (for the standard fee), any additional mares owned by you (or from the same farm, booked for the same season) will receive a \$150 discount on their stud fee.

Returning Client Discount - If you breed a mare this season & book again for the following season, receive a \$100 discount on the stud fee for the new booking.

Referral Reward - If you refer a friend, receive a \$100 discount on the stud fee for one of your own mares, upon confirmation of your friend's booking.

Early Booking Discount - Receive a \$150 discount on the stud fee if you book before March 15<sup>th</sup>, or a \$100 discount if you book before April 15<sup>th</sup>. Your mare may then be bred anytime during the season.

Performance Mares - Receive a \$100 discount on the stud fee if your mare has competed Preliminary level or above in Eventing, 2nd level or above in Dressage, or Level 3 or above in Jumpers.

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THE FARM reserves the right to refuse or discontinue any contract for breeding at its own discretion. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. If the dispute cannot be resolved by negotiations, it will be submitted to mediation before resulting in litigation. This will be done with a mediator chosen by both parties, who will share the costs of mediation equally. This contract is made and entered into in the State of Washington, and shall be enforced and interpreted in accordance with the laws of said State. This contract is non-assignable, non-transferable, and non-refundable. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

**MARE OWNER's Name and Address:**

\_\_\_\_\_

Day Phone: \_\_\_\_\_ Eve. Phone: \_\_\_\_\_ Email: \_\_\_\_\_

If mare is leased, legal owner's name and phone: \_\_\_\_\_

**Mare's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

Breed: \_\_\_\_\_ Reg # (if registered): \_\_\_\_\_

Color: \_\_\_\_\_ Height: \_\_\_\_\_ Markings: \_\_\_\_\_

Maiden / Open / In Foal (circle one) If in foal, Due Date: \_\_\_\_\_

**Month you would like to begin breeding your mare:** \_\_\_\_\_

**Has this mare had a uterine culture? \_\_\_\_\_ If so, what were the results?** \_\_\_\_\_

**Breeding history of the mare, including any past problems:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Veterinarian doing the insemination:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Veterinarian's address (where Semen will be shipped):**

\_\_\_\_\_  
\_\_\_\_\_

MARE OWNER's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If under 18, parent/guardian's signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(assumes responsibility for this contract)

THE FARM's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\* Please read this contract carefully,** fill out and return with the \$250 booking fee, a copy of the mare's registration papers (if she is registered with any registry) and photographs required. The