



Fresh Cooled Semen
Breeding Contract
To
Q
Lusitano Stallion IALHA 3902 (P)

This contract for the 200__ breeding season, entered into on this ____day of _____, 200__, is by and between Robbie Thompson, the owner of the Stallion, hereinafter designated as Breeder, and the

Mare Owner: _____, hereinafter designated as Mare Owner. Mare Owner agrees to breed the

Mare: _____ Breed: _____.

Registration # _____, to the Lusitano Stallion Q for the stud fee of \$ _____ for a live foal, subject to the following conditions:

1.) PAYMENT:

- A) All payments shall be made to Robbie Thompson
- B) The stud fee includes the non-refundable booking fee of \$250.00
- C) Booking fee is due upon execution of this contract and the balance of e fee must be paid prior to the first shipment.

The stud fee will include the first collection. Any additional collections, Equitainer deposits, Equitainer rental fees, FedEx, Airline, fees etc., will be made by MasterCard, VISA, American Express, or Discover Card with Durango Equine Veterinary Clinic. A fee schedule is enclosed.

Multiple Mare Discount: If Mare Owner wishes to breed more than one mare by the same stallion, a percentage of the stallion service fee will be discounted according to the number of mares. The first breeding will assess the full stallion service fee. The second mare will receive a 10% discount. The third mare will receive a 15% discount. The fourth mare will receive a 20% to stallion service fee and do not include collection or shipping fees.

2.) MARE OWNER AGREES:

- A) To provide a copy of mare's registration papers to the Breeder.
- B) Notify Breeder and/or Durango Equine on the first day of mare's estrus with 60 hours advance notice to schedule transport of semen. If less than 24 hours advance notice is given, the request will be accommodated only if possible. Mare owner understands that there is a slight possibility that because of excessive demand or unusual circumstances that semen may not be available. Semen requests will be fulfilled on a first requested, first served basis.
- C) To assume all responsibility for proper handling and administration of semen and agree to

have the mare inseminated by a licensed veterinarian or licensed technician.

D) To notify Breeder once pregnancy has been determined.

E) To keep mare in good condition to successfully carry a healthy foal.

3) VETTING: Mare owner must provide a veterinarian's report of mare's uterine culture and cytology on non-maiden mares. Uterine biopsy is recommended for older mares. It is essential for Mare Owner to have mare palpated, and preferably ultra sounded by veterinarian to determine follicle development prior to requesting semen. Semen will be shipped when attending vet has determined the ovulation is eminent within 48 hours. If after three insemination with no resulting embryo, Mare Owner will be required to have mare checked by their vet for possible uterine infections before there will be any further shipments of semen.

4) BREEDER AGREES: Breeder will have stallion checked at beginning of each season to insure there are no communicable diseases present. Breeder assumes responsibility to deliver motile sperm cells with concentration level adequate to inseminate on mare. If quantity allows, Breeder will provide two packages of semen in one shipment. Shipped semen requests will be filled in the order received and have priority over live cover mares. Should a licensed veterinarian find said mare to be barren after insemination, the Mare Owner may request more shipments of semen until the end of the current breeding season and again during the breeding season in 200__ for no additional Stud Fee. Mare Owner may substitute another mare, subject to the approval of Breeder.

5) LIVE FOAL GUARANTEE: This Contract contains a Live Foal Guarantee. A live foal is defined as a newborn foal which is able to stand and nurse without assistance and survives at least 24 hours from birth. If foal is born dead, is aborted, or resorbed, there are return privileges (see #4 above) for the following breeding season if breeder is notified within 30 days of noticing such occurrence and received a veterinarian's statement confirming death and probable cause of death. If such statement is not received within 30 days, the guarantee becomes null and void. This Live Foal Guarantee shall not cover death of the foal due to neglect or deliberate destruction except for humane euthanasia.

6) BREEDER S CERTIFICATE: A Breeder's Certificate will be issued for the foal, conceived by the mating if Mare Owner is current on all obligations to Breeder. Breeder certifies that the above mentioned stallion complies with all requirements of his breed registry for registration of resulting foal. Breeder warrants to have full authority and power to issue a Breeder s Certificate and that this contract is free from all liens and encumbrances. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry(s) and will pay all associated fees or expenses.

7) LIABILITY: If shipment is lost, delayed, or damaged, Mare Owner assumes all risks of loss including that of lost time and expense associated with preparation of mare for breeding. Mare Owner agrees to hold Breeder and all associated affiliates blameless if mare does not settle. Mare Owner accepts the risks of artificial insemination and pregnancy and agrees to hold Breeder and all affiliated agents harmless and release from liability in connection with this insemination including, but not limited to, all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of the breeding of the mare that may accrue from any cause whatsoever during the term of this Contract.

8) CONDITIONS: This contract cannot be assigned or transferred and constitutes the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract. Each party should individually initial additional conditions. If none, so indicate _____.

BY SIGNING, Mare Owner warrants being the owner or a duly authorized agent of the designated mare and acknowledges to have had sufficient opportunity to read this entire document and understands the content. Once signed, this Contract will then be binding on both parties subject to the above terms and conditions.

Mare Owner's Signature _____
Date: _____

Breeder's Signature _____
Date: _____

Mare Owner's Address: _____

City: _____

State: _____ Zip: _____ Phone: _____

Semen Shipping Address:

Facility: _____

Attention: _____

Street Address: _____

City: _____

State: _____ Zip: _____ Phone: _____

Expected Shipping Date: _____
(Month known if signing early in year).

Please complete and return two signed copies to Breeder. Breeder will sign and return an original to you.