

2017 STALLION BREEDING CONTRACT for STELLAR TVR



MARE'S NAME: _____ REGISTRATION #: _____ Age: _____ Height: _____

DAM of Mare: _____ SIRE of Mare: _____ Damsire of Mare: _____

MARE OWNER PLANS TO BREED MARE IN: (circle one) early mid late (which month) _____

Is the mare a maiden mare? Yes or No. Mare has had _____ foals. Last time mare foaled was (year) _____.
I am interested in _____ shipped cooled semen _____ on the farm A.I. _____ frozen semen (check one)

THIS STALLION SERVICE AGREEMENT AND LIABILITY RELEASE ("AGREEMENT") is made and entered by and between Joan Yates (Mare Owner), and New Horizons Farm LLC on March 29, 2017.

- BREEDING SEASON DATES:** FRESH & COOLED SEMEN IS AVAILABLE FROM APRIL 15-JULY 1, 2017. PROVEN FROZEN SEMEN IS AVAILABLE YEAR-ROUND. Semen is shipped every day of the week except on holidays, and except when Stellar is away at a show (approximately one weekend per month, see #8). On farm mares receive priority for collections.
- STALLION FEE: THIS BREEDING IS THE WINNING BREEDING FOR THE RPSI STALLION SERVICE AUCTION. NO STALLION FEE IS DUE TO STALLION OWNER, BUT MARE OWNER IS RESPONSIBLE FOR ALL COLLECTION AND SHIPPING FEES.** All other invoices are payable upon receipt. No semen will be shipped until signed contract and registration papers have been received by stallion owner. Frozen semen is handled through *Spectrum Horse Service/Spectrum Equine Reproduction Center* located at 14605 S. Chapin Road, Elsie, Michigan 48831. **SHS phone numbers-farm: 989 661 2261, cell: 989 666 7862. E-mail: emilski@aol.com. www.spectrumhorseservice.com.** On the farm A.I. is available at SHS, as well as on-the-farm breeding. Mare care- (mare only) is \$6.00 per day for pasture board or \$7.50 per day for stall board; stall board with foal is \$9.00 per day. **NOTE:** Pasture board is available only to mares with no foal at side; mares w/foal must be stalled. Shipped semen is handled through *Spectrum Horse Service* and through **Michigan State University College of Veterinary Medicine, Department of Large Animal Clinical Sciences, East Lansing, Michigan 48824. Phone: 517 353 9710.**
- DISCOUNTS: \$100.00** will be deducted from the stud fee if contract and booking fee are received by December 31, 2016. **(Repeat customers/clients receive an additional \$50.00 discount.** Elite/Gold/Premium mares, please call for price.
- SUBSTITUTE MARE/REFUND POLICY:** In the event of the death or incapacity of the mare, mare owner may breed a substitute mare to the stallion, provided that the stallion owner has given advance approval in writing of the proposed substitute mare. A letter from the mare owner's veterinarian must be provided as proof of breeding unsoundness. Semen must be inseminated in the mare designated for the shipment, unless otherwise approved by stallion owner. No refunds shall be permitted. In the event of the stallion's death or unfitness for service prior to breeding the mare in the current breeding season, the breeding fee, including the deposit, will be refunded. In the event of the stallion's death or unfitness for service after semen has been shipped or in any subsequent breeding season, there will be no refunds. The booking deposit will be retained in all cases by the stallion owner except in the case of the stallion's death or unfitness for breeding.
- LIVE FOAL GUARANTEE:** A live foal guarantee is extended to every mare that is booked to Stellar TVR by a \$350.00 booking deposit (made out to Mary Procopio) and signed contract for the current breeding season (applies to fresh and cooled semen only). A live foal is defined as a foal that stands and nurses after delivery. Should the mare not become pregnant or subsequently lose the foal, said mare is automatically eligible for re-breeding the following season. However, additional charges for collection, processing, and handling will apply.
- MINIMUM REQUIREMENTS FOR LIVE FOAL GUARANTEE:** a) Mare owner must ultrasound to confirm ovulation after breeding, b) mare owner must ultrasound mare before 18 days to confirm pregnancy, c) if mare does not conceive after two breedings (on two different cycles), mare must have a clean culture/cytology done prior to any more semen being shipped. b) mare receives all appropriate care/vaccinations while pregnant, c) mare is monitored for signs of foaling, d) foaling area is safe, clean and dry, e) every reasonable effort is made to be present at the birth, f) appropriate post-natal care is administered, and g) foal does not die due to injury or neglect by owner. Guarantee is fulfilled when the foal stands and nurses. A letter of veterinary certification of a deceased foal is required **within ten (10) days** to fulfill guarantee if the mare has successfully conceived and delivered a foal that was unable to stand and nurse.

7. **SHIPMENTS:** All COOLED SHIPPED collections are done at cost, currently approximately \$185.00-\$228, and include one to two doses of high quality semen to produce one foal. (We try our best to ship two doses, but late notifications/multiple orders in one day may receive only one.) Fee includes collection of stallion, analysis of semen, processing and handling fees. FROZEN SEMEN includes enough doses for three inseminations (pre and post ovulation, plus one extra) to produce one foal. Additional pregnancies from those three does are allowed, but mare owner is to pay booking fee of \$350 for each pregnancy after the first. There is no collection fee for frozen semen, but there is an \$80.00 processing and handling fee. Other fees may apply. Contact *Spectrum Horse Service* directly for more information. POSTAGE IS PAID BY MARE OWNER FOR ALL SHIPMENTS, INCLUDING FIRST SHIPMENT. A credit card number or fed-ex account number is required in advance.
8. **ORDERING SEMEN:** In order to coordinate getting Stellar collected while he is in training, mare owners need to contact Mary Procopio directly at 517 410 8000 on the first day of your mare's heat so that we will have an idea of when you will need semen. **Please notify Mary by phone by 2:00pm EST the day before you need us to collect.** (TWO DAYS before you plan to inseminate your mare.) Calls after 2:00pm and orders that are called in and then cancelled may incur an additional fee. Every effort will be made to ensure prompt delivery of semen to mare owner as needed at the mare owner's request, and we will do our best to meet last minute requests, but New Horizons Farm LLC makes no warranty or guarantee that semen will be available for delivery within a certain time period. New Horizons Farm LLC, Spectrum Horse Service and Michigan State University College of Veterinary Medicine are not responsible for lost, delayed, or damage to semen caused enroute. Purchaser understands that the stallion is in full training and may be competing away from the farm during breeding season and therefore, may not always be available for collection due to his show schedule. New Horizons Farm LLC will notify mare owners of dates that the stallion may not be available due to show schedule. Proven frozen semen is available should a mare owner need semen while Stellar is away at a show.
9. **EQUITAINER/EQUINE EXPRESS CONTAINER:** The equitainers and all of the internal container supplies must be returned in good order. If equitainer or any components are lost, damaged or not returned in usable condition, SHS will charge mare owners \$200 for replacement costs. A \$200.00 security deposit for the cooled semen shipping container is required by SHS prior to semen being shipped and will be returned when shipper is returned undamaged/without missing parts. (MSU has different charges related to shipping containers. Please contact them directly for more information.) The equitainer should be shipped back within 2-3 days of insemination.
10. **NON-TRANSER STATEMENT:** This contract shall not be transferred by mare owner. In the event that the mare is sold, any unpaid fees are immediately due and payable with no refund due from the stallion owner under any circumstances.
11. **CANCELLATION OF FOAL GUARANTEE/DAMAGES:** The \$350.00 booking deposit shall be retained at all costs as liquidated damages and this contract and the live foal guarantee becomes null and void if the mare owner does any of the following: a) breeds the mare on this contract to another stallion in the current breeding season without the written permission of the stallion owner, b) does not return accurately completed mare report (providing dates when mare was inseminated) with the equitainer for **each shipment** received, or c) knowingly falsifies report.
12. We highly recommend that you verify that your mare is cycling and has ovulated and gone through **at least one cycle prior to** ordering semen and breeding. Mares that are cycling regularly and have gone through at least one cycle have increased fertility, which will optimize your chance of success in breeding. (Please see Breeding Protocol in Stallion Packet.)
13. **BREEDING CERTIFICATES:** Please notify us when the foal is born. Breeding certificates will be mailed to the mare owner after the birth of the foal.
14. **BREEDER'S INCENTIVES:** Stellar TVR is enrolled/nominated in the AHR SIP (Stallion Incentive Program). Foals entered in the AHR Futurity are eligible. We will also advertise your Stellar offspring on our website. Stellar's offspring are also eligible for registration with the American Warmblood Society (AWS), RPSI, and Weser Ems Breeders Society. Contact us for details.
15. **GOVERNING LAW:** The laws of the State of Michigan shall govern this agreement. Any legal action pertaining to this contract will be brought forth in Clinton County, Michigan, U.S.A.

MARE OWNER INFORMATION: Billing Address: _____

Telephone Number(s): _____ **Fax:** _____ **Email:** _____

Name of Your Attending Veterinarian: _____ **Vet phone #:** _____

Full Address where semen is to be shipped: _____

Telephone number at ship to location: _____ **Closest Airport:** _____

THIS CONTRACT IS BINDING UPON BOTH PARTIES WHEN SIGNED BELOW BY BOTH THE MARE OWNER AND STALLION OWNER. (A copy of the contract with both signatures will be mailed to the mare owner upon signing by the stallion owner.) Please make all checks payable to Mary Procopio.

Mare Owner's Signature: _____ **Date:** _____

Stallion Owner's Signature: _____ **Date:** _____