

KG N MC JUST ON FIRE

2019 Breeding Contract

1. The undersigned _____, (hereinafter, "Mare Owner") hereby agrees to breed (mare) _____, Reg. No. _____, Year of Birth _____, Breed Registry _____, Maiden Y/N, In Foal Y/N, Due Date _____, and only this mare, to stallion: KG N MC JUST ON FIRE, owned by Jillian Connolly (hereinafter, "Stallion Owner"). Mare Owner represents the mare to be bred is healthy, in sound breeding condition, and registered with the designated registration organization.
2. Prior to breeding, Mare Owner will pay Stallion Owner a nonrefundable stallion service fee of \$1350.00; which fee includes a NON-REFUNDABLE booking fee of \$350.00 which reserves a breeding for Mare Owner for the 2019 breeding season. If the mare to be bred is registered with APHA, and Mare Owner intends to register foal with APHA, mare owner will pay an additional \$100.
3. PRIOR TO SHIPMENT, Mare Owner must pay the following: Booking fee, the balance of the stud fee, and collection/shipping fees for EACH collection/shipment. If additional expenses are incurred, Mare Owner will be responsible for the incurred costs.
4. Stallion Owner has the right to refuse collection if circumstances require. Stallion Owner assumes no liability for collection/shipping delays due to weather or other unforeseeable/ unpreventable circumstances. Stallion Owner is not responsible for a shipment that is lost or damaged. If cooled semen is unavailable, frozen semen will be arranged by the mare owner with the stallion owner and veterinarian. ONLY Frozen Semen will be available after June 8, 2018.
5. Allocation of Semen. The breeding fee entitles the Mare Owner with up to 2 doses of semen for the breeding season. Additional doses of semen may be purchased for a fee of \$500.00 per insemination dose to be paid in full directly to the Stallion Owner.
6. All semen sent is the property of the Stallion Owner. Leftover or unused semen may be used on another mare with immediate payment to the Stallion Owner of a fee of \$1000.00. If fee of \$1000.00 is not paid in full within 48 hours of insemination of mare, the Stallion Owner reserves the right to refuse release on any and all breeding certificates.
7. The Mare Owner agrees to keep the Mare in good physical condition throughout the pregnancy. The Breeder must strictly comply with all terms and conditions in this

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contract. The Stallion Owner reserves the right to void this contract should the Mare Owner fail to comply with all terms and conditions in this contract or if fees are not paid in full as specified. In the event that the mare dies, loses or aborts the pregnancy, the Mare owner is responsible for notifying the Stallion Owner within 14 calendar days of discovery of such loss with a Veterinarian's statement supporting this claim which should include the dates of pregnancy examinations, indication of when the pregnancy was lost or aborted and supposed cause and whether or not Mare Owner was cause of loss.

8. If the mare fails to produce a live foal, Mare Owner will be entitled to a (one) breeding, one dose of semen, in the succeeding year only. A live foal is described as a newborn foal that stands and nurses without assistance. If the live foal guarantee clause is triggered, Mare Owner shall notify Stallion Owner within seven (7) days of death of the foal. Mare Owner shall produce a statement regarding the death of the foal from a licensed veterinarian to Stallion Owner within 14 Calendar days. The Live Foal Guarantee to the Stallion shall lapse and the Stallion Owner shall have no further obligation to provide semen should:
 - a. The Breeder fails to provide required proof and a Veterinarian Statement within 14 Calendar days.
 - b. The Mare is bred by any other stallion.
 - c. Mare is substituted with another mare without the written consent of Stallion Owner.
 - d. Mare fails to conceive, aborts, or dies and the Breeder fails to notify Stallion Owner within 14 Calendar days
 - e. If the Mare Owner is determined to be at fault for loss of foal, any additional semen dose shall only be provided with the written consent of the Stallion Owner and a fee of \$500.00 to be paid by the Mare Owner directly to the Stallion Owner prior to any release of semen.
9. In the case that a mare fails to settle during the current breeding season, Mare Owner retains the right to one dose of semen to breed the mare (or a mutually agreed upon substitute) the following breeding season. Mare Owner shall produce a statement

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- from licensed veterinarian regarding the conception failure upon request of Stallion Owner.
10. Stallion owner makes no warranties or guarantees as to the sex, color, or performance of any foal.
 11. Upon verification of a live foal(s), and verification that all breeding related fees and costs have been paid, a "Breeders Certificate(s)" will be issued for the foal(s) conceived as a result of the applicable breeding.
 12. Embryo Transfer (ET). ALL costs associated with ET shall be the responsibility of Mare Owner. If more than one embryo is harvested from a single flush of the mare, Mare Owner will be responsible for immediate payment to the Stallion Owner of a fee of \$1000.00. If fee of \$1000.00 is not paid in full within 48 hours, the Stallion Owner reserves the right to refuse release on any and all breeding certificates. The Breeders Certificate for the second foal would be issued upon notice of the birth of a live foal, and confirmation that all related fees and costs have been paid in full.
 13. The Mare Owner agrees that all shipped semen and the artificial insemination process shall be performed by a licensed and qualified veterinarian.
 14. The Mare Owner is responsible for all collection, processing, shipping, tank rental and handling fees associated with the delivery of the semen. Once the shipment arrives, it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24 hours of delivery. Stallion Owner is not responsible for any claims relating to the following including but not limited to lost semen shipments or delays in delivery such as missed flights, weather delays or failure of third party serve. Stallion Owner will not be responsible for lost or damaged semen after shipment.
 15. Mare Owner understands, and agrees that should Stallion become unavailable for breeding as a result of unpreventable/unforeseeable circumstances, this contract shall void.
 16. Mare Owner understands that breeding and foaling are unpredictable. There are no guarantees that a mare will become pregnant, or that a foal will be born healthy. Stallion Owner makes no representations. Mare Owner agrees to hold Stallion Owner harmless for any breeding or foaling related injuries or damages sustained by Mare

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Owner as a result of the loss, or injury, of a horse, or the injury or damage to any person or property as the result of the breeding/foaling process.

17. Mare Owner certifies, by her signature below, that s/he has read the entire agreement, understands the terms and conditions herein, agrees therewith, and agrees to be bound thereby.

Signed this ____ Day of _____, 20__.

(Mare Owner)

Mare Owner:	
(First & Last)	Phone Number:
Address:	Email Address:
Veterinarian Receiving Shipped Semen:	
Name (First & Last)	Phone Number
Address	