

# *Moonifisant 2022 Stallion Service Contract*

**2011 AQHA Brown Stallion | Sixes Royal X Nagano Moon**

**Standing at Abraham's Equine Clinic | Cedar Rapids, IA 319-366-6441**

This agreement is made by and between Tom Scheckel & David Morehead (stallion owners), Abraham's Equine Clinic (AEC) (stallion manager), and:

MARE OWNER: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

MARE INFORMATION - **ATTACH A COPY OF MARE'S REGISTRATION PAPERS**

MARE NAME: \_\_\_\_\_

REGISTRATION # : \_\_\_\_\_ Registry (circle one): AQHA APHA JOCKEY CLUB

1) This contract reserves one breeding during the 2022 season for the above mentioned mare to **Moonifisant**, for a fee of **\$1,500** payable to David Morehead, which will include a live foal guarantee - a foal that is able to stand and nurse (or be hand fed), for a period of 72 hours.

STUD FEE \$1,000 With Considerations for producing and/or multiple mare discount

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**Please make checks payable to David Morehead and RETURN signed contract & payment to Abraham's Equine Clinic.**

2) Other fees payable to Abraham's Equine Clinic are as follows:

- \* **\$200** Collection/Insemination Fee for On-Farm Mares (paid once per breeding season - other fees will apply; including, but not limited to - mare care, medications, etc.)
- \* **\$200** per Cooled Semen Pick Up (mare owner or representative will travel to AEC to pick up the collection for insemination off-site)
- \* **\$325** per Cooled Semen Shipment - Priority Overnight (includes collection and FedEx)
- \* **\$450** per Cooled Semen Shipment - Counter to Counter (includes collection, courier, and airline fee)

**SEMEN SHIPPING CONTAINER SHALL BE RETURNED TO AEC WITHIN 5 DAYS OF RECEIPT OR A \$25 LATE FEE WILL BE CHARGED TO YOUR CREDIT CARD.**

3) AEC will make every attempt to satisfy all breeding commitments. Moonifisant has excellent semen; it is in great demand on collections days during the breeding season. Therefore, the mare owner or veterinarian must give at least a 24-hour notice when semen is needed. Priority is given to mares at AEC and then priority is assigned by order of notice given.

4) The mare shall be in sound breeding condition, free from infectious and/or contagious diseases, and current on all vaccinations and deworming, prior to breeding. A current negative Coggins test and health and immunization records shall accompany the mare if managed at AEC. AEC reserves the right to refuse any mare presented in unsatisfactory condition.

**Collection days are Monday, Wednesday, and Friday. Order confirmation must be placed by phone to our office (319-366-6441) before 10am central time on collection days.**

5) AEC will meet or exceed the standard of care for all mares/foals on premises. AEC will examine on site mares for reproductive and overall health and will administer medical care and farrier service as deemed necessary. The mare owner agrees to pay for needed medical treatments/farrier services necessary to provide the standard of care by AEC. Other than as provided in this agreement, AEC shall not be liable in any way for the mare failing to conceive, loss of pregnancy, injury, illness, or death of the mare or foal in their care for the purpose of fulfilling this contract. Insurance is the responsibility of the mare owner, and AEC can assist with insurance forms for coverage on a mare, foal or foal in utero.

6) AEC will collect, evaluate, and inseminate on farm or ship an industry standard dose of live semen in viable condition and will provide analysis when shipped. AEC cannot control circumstances after the semen has left their possession, and AEC assumes no responsibility and makes no guarantee of quality or delivery via FedEx, UPS or counter to counter airline transit.

7) The mare shall be examined by ultrasound to determine pregnancy between 14 and 18 days post ovulation. Pregnancy status shall be reported at that time to AEC; should the mare check open, arrangements can be made for additional shipments of semen and an additional payment of collection/shipping shall be assessed.

8) Should the mare fail to conceive after 3 heat cycles via artificial insemination with cooled shipped semen, the Mare Owner shall be given the opportunity to bring the mare to AEC for on-site insemination OR an **APPROVED** mare can be substituted during the current season. Should no pregnancy result, this contract can be renewed in the 2023 breeding season with acknowledgement and agreement from the mare owner that a rebreed fee shall be assessed. All charges from a season (as stated in Sections 1 and 2) shall be paid in full before the closing of this contract for the year - failure to do so will result in ineligibility of the mare for rebreed services the following season. Should semen be sent for the mare named in this contract, and/or an approved substitute, for 3 heat cycles throughout 2 consecutive breeding seasons and no pregnancy has resulted, this contract shall become void.

9) If Moonifisant is unable to service the mare at any time, for any reason including death, illness, accident, or change of ownership, this contract will become void and stud fee will be refunded.

10) This contract is nontransferable, and the Mare Owner may not assign any rights or delegate any duties without the written consent of the Stallion Owner.

11) Pregnancy status must be reported to Abraham's Equine Clinic, by August 1 of the breeding year. Failure to provide pregnancy status updates means the mare WILL NOT be listed on the Stallion Breeding Report. If an amendment must be made to the stallion report after submission to AQHA, in order to accommodate the Mare Owner, the Mare Owner is responsible for the late filing fee as well as an addition of a Mare to the report fee (\$50) and the fee shall be paid to AEC before a breeders certificate will be provided.

12) Any unpaid fees, including but not limited to – the stud fee, on-farm breeding charges, or shipping fees – will be charged interest at the rate of 1.5% per month, or the highest legal rate, on all balances unpaid for thirty (30) days. Breeders certificates will not be released until all related payments have been received.

13) In the event a dispute arises between the above-mentioned parties from this contract, it shall be submitted to a court of competent jurisdiction, to arbitration, to mediation, or to any combination thereof for resolution. The prevailing party shall be entitled to all cost of such proceedings, including attorney fees. This contract shall be construed according to the laws of Linn County, in the State of Iowa, to the exclusion of the laws of any other jurisdiction.

Read and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

MARE OWNER SIGNATURE: \_\_\_\_\_

STALLION OWNER OR

AEC REPRESENTATIVE SIGNATURE: \_\_\_\_\_



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