

This agreement is made this	day of		, 20	_, by and between
Steve & Susan Thompson (Stalli	on Owner); Abraham's Equi	ne Cl	inic (AEC), and	d:
Mare Owner:				
Address:				
City:	State:		Zip Code:	:
Telephone #:	Alternate #	#:		
Mare Name:				
Registration #:	Registry: AQHA AI	PHA	Other:	
Email:				
Name and Address of any other i	person having ownership in t	he m	are:	

1) This certifies that a breeding contract exists for the 2024 season, between the above-mentioned Mare and the Stallion, **SST Festus**, for a fee of **\$1,000** which includes a live foal guarantee. A "live foal" is one that is able to stand and nurse (or be hand fed), for a period of 72 hours, provided the death is not due to accident unrelated to the foaling. If the breeding is offered at no charge for the Stallion Fee, a Chute Fee of \$200 may be applied to guarantee the breeding. All fees, charges, and deposits due to AEC must be paid before the Mare is covered on the farm or delivery of the semen. This contract shall become void if not completed and returned within 30 days of date listed above.

Stud Fee \$ Chute Fee \$ Re	ebreed Fee \$	Auction
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Please return the appropriate payment (checks accepted) along with the signed contract and a copy of the Mares' registration papers to: Steve & Susan Thompson 107 Gov. Foraker Place, Hillsboro, OH 45133 Email: <u>sdavis@davislawoffice.biz</u> Fax #: 937-393-4055

SST FESTUS

2024 Stallion Service Contract

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

\$250 Collection Fee for On-Farm Mares (paid once per breeding season (other fees will apply; including, but not limited to – mare care, medications, etc.))

\$250 per Cooled Semen Pick Up (mare owner or representative will travel to AEC to pick up the collection for insemination elsewhere)

\$325 per Cooled Semen Shipment – Priority Overnight (includes collection and FedEx fee)

\$500 per Cooled Semen Shipment – Counter to Counter (same day delivery (includes collection, courier, and airline fee))

*Mare owner is responsible for returning the shipping container to AEC within 5 days of receiving it. The container must be shipped via FedEx or UPS Ground Service. Your credit card will be charged \$30 if not returned within those 5 business days.

3) AEC will make every attempt to satisfy all breeding commitments for each breeding session. Therefore, it is important that proper notice be given to the Stallion Manager when a shipment is required. The Mare Owner or their veterinarian must give 24-hour notice when semen is needed. Priority is given to mares at AEC and all other transported semen orders with the most advanced notice.

Collection days are Monday, Wednesday, and Friday. Semen orders must be placed by calling 319-366-6441 the day before and be confirmed or cancelled by 10am CST on collection days. Office hours are Monday – Friday 8am-5pm.

4) AEC will exercise judgment consistent with recognized standards in care and supervision of the Mare and/or foal. Farrier services, if necessary, will be performed by a Farrier of AEC's choice, and billed to the Mare Owner. AEC will examine the Mare for normal breeding conditions and administer medical care as deemed necessary to the health and safety of the mare and/or foal and may administer drugs to regulate estrus or heat to induce ovulation and do all the things reasonable to aid in the Mare being able to conceive a foal. The Mare Owner acknowledges that the possibility of infection or disease exists at any breeding facility and may be increased due to the varied clientele that AEC services. Other than as provided in this agreement, AEC/Stallion owner shall not be liable in any way for any failure to settle, injury, sickness, disease, or death of the mare, or mare's foal arising from the stallion service pursuant to this agreement. Any insurance desired on the mare, mare's foal, or foal in-utero is the sole responsibility of the mare owner.

5) Said 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 coming to the farm for breeding. AEC reserves the right to refuse the Mare if she is not in satisfactory condition.

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/Stallion Owner assumes no responsibility and makes no guarantee of quality or delivery via FedEx, UPS, or counter to counter airline transit, nor the liability for injury or death to the Mare or any person associated with Mare Owner.

7) The designated veterinarian must examine the Mare for pregnancy, via ultrasound, between 14 and 18 days post ovulation. If the Mare is not pregnant, the Stallion Manager must be notified immediately to arrange for additional shipments of semen and payment of an additional shipment fee. All ultrasound examinations confirming pregnancy status must be reported to the Stallion Manager (as stated in Section 10).

8) Should the Mare fail to conceive after 3 heat cycles via artificial insemination with shipped semen from this Stallion, the Mare Owner shall have the option to haul the Mare to AEC for evaluation and artificial insemination on-farm or substitute an **approved** mare during the current season or the following season. All charges from a season (as stated in Sections 1 and 2) shall be paid in full before the closing of this contract for that year - failure to do so will result in ineligibility of the Mare for rebreed services the following season. If the Mare Owner has paid all necessary fees, and chooses to use the breeding the following year, the collection/shipment fees, as well as any on-farm breeding charges and rebreed fee, are still in effect. This contract shall be honored for 1 breeding season following the original purchase of the Stallion Service Fee, provided all specifications are met. All Stallion Service Fees purchased or donated including through a Futurity/Auction will be subject to a **\$200 rebreed fee**, payable to **Steve and Susan Thompson**. If the original Mare has been evaluated and/or a substitution of an approved Mare has taken place and shipped semen has been utilized for 3 heat cycles throughout 2 consecutive breeding seasons without resulting in pregnancy, this contract shall become void.

9) If the Stallion is unable to service the Mare at any time, for any reason including death, illness, accident, or change of ownership, frozen semen is available. If all fees have been paid, the Mare Owner may choose to switch breeding to another stallion owned by Steve & Susan Thompson (for up to one year), or a refund of the stud fee will be made. This contract is not transferable, and the Mare Owner may not assign any rights or delegated any duties without the written consent of the Stallion Owner.

10) Pregnancy status must be reported to Abraham's Equine Clinic, by September 1 of the breeding year, or the mare WILL NOT be listed on the Stallion Report. If a Stallion Report must be filed after the deadline for that breeding year, the Mare Owner is responsible for the late filing fee as well as an addition of a Mare to the report fee.

11) 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. Breeder's certificates will not be released until all related payments have been received.



12) In the event a dispute between the parties hereto, arising out of this contract, is 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____.

Stallion Owner / Agent: _____

Abraham's Equine Clinic | 625 Dows Rd. SE Cedar Rapids, IA 52403

To request a semen shipment – please call our Office at (319)366-6441

Credit Card Authorization:

Cardholder Name: _			
Credit Card #:			
Expiration Date:	CVC:	Zip Code:	

Check all that apply:

I authorize Abraham's Equine Clinic to process semen collection & shipping charges on the credit card account number provided.

I authorize Steve & Susan Thompson to process stud fee (Note 3.5% service charge for credit card payment on stud fee only) on the credit card account number provided.

Authorized Signature

Date



	Shipped Semen Request Form				
Method:	FedEx Overnight	UPS Overnight	Counter to Counter	Pick-Up	
Mare Name: _		Registry:	Reg. No.:		
Owner Name:					
Owner Addres	s:				
Telephone #:					
Ship to Contac	t: (if different than o	owner)			
Telephone #:					
Closest Airport	t:				
Contact to receive tracking information:					
Call or Text #:					