

2023

Stallion Service Contract

Presidential Order

This agreement is made this _____ day of _____, 20_____, by and between Abraham's Equine Clinic (AEC), Dr. Charles Abraham, and:

Mare Owner: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Alternate #: _____

Mare Name: _____

Registration #: _____ Registry: AQHA APHA Other: _____

Registration #: _____ Registry: AQHA APHA Other: _____

Email: _____

Name and Address of any other person having ownership in the mare:

1) This certifies that a breeding contract exists for the 2023 season, between the above-mentioned Mare and the Stallion, **Presidential Order, for a fee of \$750 (payable by check only to Dr. Charles Abraham), which includes 2 frozen semen doses. Shipping fees are payable to Abraham's Equine Clinic by check must be paid before the frozen semen is shipped out or by credit card at time of order.** This contract shall become void if not completed and returned within 30 days of date listed above. **Please return the appropriate payment along with the signed contract and a copy of the Mares' registration papers.** Any fees associated with this breeding contract must be paid in full before the first shipment, or before the Mare is admitted on-farm for breeding.

2) Other fees payable to Abraham's Equine Clinic are as follows (see AEC Repro Price Chart for breeding mares on farm with frozen semen):

\$260 container/handling fee (non-refundable) plus the actual cost of FedEx Priority Overnight shipment to and from recipient. Frozen semen straws must be unloaded from the shipping container immediately upon arrival into a separate liquid nitrogen storage tank. Dry shipper must be returned to AEC with the provided return label within 24 business hours by scheduling a Fedex pick up or taking the container to the nearest Fedex location. A late fee of \$50/day shall be assessed for each day beyond the 3-day return period for which the shipper is not returned. Should frozen semen dry shipper be damaged, lost, or not returned within 10 business days, your credit card will be charged for the replacement cost of the container (\$1,500).

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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. Shipments are sent out as frozen dry shippers are available. If all containers are in use, your shipment will be sent out as soon as a container becomes available, or you may send your own dry shipper to be loaded with the frozen semen.

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 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 uterine culture and cytology is recommended. 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 assumes all responsibility only to make available live semen in viable condition at the time of delivery to the Mare Owner's farm or the designated veterinarian. AEC cannot control the shipping service once the package has left the farm. Mare owner must understand shipping of the frozen semen is done at their own risk. AEC assumes no responsibility for what may occur when FedEx or an airline handles the package; delays, damage to frozen semen, etc, 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).

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8) Should the Mare fail to conceive after the 2 frozen semen doses have been used, the Mare Owner has the option to purchase another 2 doses for \$750. The Stallion Presidential Order has limited frozen semen available, therefore it is NOT a live foal guarantee. If a successful pregnancy is obtained using only 1 of the doses, mare owner may pay an additional \$750 stud fee to use the second dose **OR** return the remaining semen to AEC at mare owners expense. Mare owner must obtain further written permission, evidenced by a new and fully executed Agreement, with all fees paid in advance prior to using any additional doses of semen.

9) 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. Breeders 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_____.

Mare Owner: _____

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

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Credit Card Authorization:

Cardholder Name: _____ Amount To Charge: \$ _____

Credit Card #: _____ - _____ - _____ - _____ Expiration Date: _____ Zip Code: _____

I authorize Abraham's Equine Clinic to run the above stated amount on the credit card account number provided.

Authorized Signature

Date

Shipped Semen Request Form

Method: FedEx Overnight UPS Overnight Pick-Up

Mare Name: _____ Registry: _____ Reg. No.: _____

Owner Name: _____

Owner Address: _____

Telephone #: _____

Ship to Contact: (if different than owner) _____

Ship to Address: _____

Telephone #: _____

Closest Airport: _____

Contact to receive tracking information: _____

Please check one option:

Call ___ #: _____ Text ___ # _____ Email ___ Address: _____