

Chases Golden Chip

Stallion Service Contract

This agreement is made this _____ day of _____, 20____, by and between Stallion Owner (Jolene Battey); Abraham's Equine Clinic (AEC), and:

Mare Owner: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Alternate #: _____

Mare Name: _____

Registration #: _____ Registry: AQHA APHA Other: _____

Registration #: _____ Registry: AQHA APHA Other: _____

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

1) This certifies that a breeding contract exists for the 2024 season, between the above-mentioned Mare and the Stallion, **Chases Golden Chip**, for a fee of \$750, which will include 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 the Stallion Owner and/or 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 \$_____ Rebreed Fee \$_____ Auction_____

Stud fee is payable to Battey Quarter Horses. 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.

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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 – artificial insemination, 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 – Overnight (includes collection and FedEx fee)

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

*****It is the mare owner's responsibility to return the shipping container to AEC within 5 days of receiving. Your credit card will be charged \$50 if the container is 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 breedings with the most advanced notice. Collection days are Monday, Wednesday, and Friday and **semen orders must be placed by 10am central time.**

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.

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- 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) The Stallion Owner and AEC assume 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. They assume no responsibility for what may occur when FedEx or an airline handles the package, delays, damage, etc. Neither the Stallion Owner nor AEC assumes 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 11).
- 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 the Stallion site 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, 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. Stallion Service Fees purchased through a Futurity/Auction, as well as privately purchased or donated fees, will be subject to a **\$100 rebreed fee**, payable to Jolene Battey. 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 2 heat cycles throughout 2 consecutive breeding seasons without resulting in pregnancy, this contract shall become void.

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9) If the Stallion 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. No refunds of the stud fee will be made.

10) This contract is not transferable, 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 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.

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 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 Reproduction Center | 2550 Hindman Rd Marion, IA 52302

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

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Credit Card Authorization Form:

Cardholder Name: _____

Credit Card #: _____ - _____ - _____ - _____

Expiration Date: _____ CVC: _____ Zip Code: _____

Amount To Charge: \$ _____

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

Authorized Signature

Date

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Shipped Semen Request Form

Day and Date Requested: _____, ____/____/____ Time: _____

Method: FedEx Overnight UPS Overnight Counter to Counter Pick-Up

For Shipment on (Day and Date): _____, ____/____/____

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: _____