**Breeding Contract: Guitar Gun** 

Standing at: Abraham's Equine Clinic, Cedar Rapids, Iowa

Breeding timeframe:	2023 Breeding Season (March 1st through July 30th, 2023)	
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This contract dated on the \_\_\_\_ day of \_\_\_\_\_ , 2023 is between \_\_\_\_\_\_\_, herein referred to as Mare Owner(s) and Three Guns LLC, herein referred to as Breeder.

Service Privilege: Mare Owner hereby contracts and consents to one service to mare listed in contract to Guitar Gun, AQHA # 4739467 herein referred to as Stallion.

Mare's Registered Name:		
Mare's Registration Number:		

Mare owner agrees to provide a photocopy of the mare's registration papers with the breeding contract.

Breeding Fee: The Mare Owner agrees to pay a breeding fee for \$900 which is payable upon execution of this contract. The following conditions are mutually agreed upon between Mare Owner named above and Three Guns, LLC upon execution of this contract:

- 1. Semen is collected and distributed by Abraham's Equine Clinic located at 625 Dows Road SE, Cedar Rapids, Iowa 52403 herein after referred to as AEC. Payment by credit card to AEC is required prior to shipment. Shipment requests can be made Monday -Friday 8 am 5 pm by phone only at 319-366-6441. Collection days are Monday, Wednesday, Friday. All shipment/pickup requests must be made 24 hours in advance and confirmed or cancelled by 10am central time on collection day. Shipments may only be sent on a Friday if Saturday delivery is available in the Mare Owner area.
- 2. Other fees payable to Abraham's Equine Clinic are as follows:
  - \* \$225 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.)
  - \* **\$225** 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)
  - \* **\$475** per Cooled Semen Shipment Counter to Counter (includes collection, courier, and airline fee)

See AEC Reproductive Price Chart for complete pricing information. Semen shipping container shall be returned to AEC within 5 days of receipt or a \$30 late fee with be charged to your credit card.

3. 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 shall not be held liable for contamination or delivery of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit.

- 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.
- 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. Insemination must be done by a licensed veterinarian or competent breeding technician knowledgeable in successful insemination techniques.
- 7. If the mare aborts or fails to conceive, she may be re-bred the following year, provided all fees have been paid with the original contract.
- 8. The Mare Owner agrees to use all semen provided by the Agreement for the mare in this contract and no other. A substitute mare may only be used if the original mare is deceased or deemed unfit for breeding by a veterinarian.
- 9. The Breeder provides a live foal guarantee. "Live foal" means that the foal shall stand and nurse. Mare Owner must notify Breeder within 48 hours after the time of foaling that a live foal was not produced. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare the following season only, to the Stallion for not additional Stud Fee.
- 10. A breeder's certificate will be issued upon notification of the birth of the foal, only after confirmation that all fees were paid in full including any board bills, shipping charges, container fees, or veterinary charges that are owed by the Mare Owner.
- 11. Should the contracted stallion die or become unfit for service for any reason, this contract will be become null and void and both parties are relieved from any further obligation, and any monies paid by the Mare Owner shall be refunded if the mare is not settled or would qualify for rebreed privileges.
- 12. The terms of this contract are not transferable unless provided in writing and signed by both parties.
- 13. The parties hereto specifically agree that this Agreement shall be construed, governed, and interpreted by and in accordance with the internal laws of the State of Iowa. Under Iowa Law, Section 673, A person, including a domesticated animal professional, domesticated animal activity sponsor, the owner of the domesticated animal, or a person exhibiting the domesticated animal, is not liable for the damages, injury, or death suffered by a participant or spectator resulting from the inherent risks of a domesticated animal activity.
- 14. This contract, when signed by the Mare Owner and Breeder and accompanied by payment of the Stud Feed shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion

## **2023 BREEDING CONTRACT FOR GUITAR GUN**

Please return the signed contract with booking fees and a copy of the mare's papers.

## **Mare Owner Information:**

(Owner's name as shown on registration records)				
Address				
City/State/Zip				
Home Phone Cell Phone				
Email Address				
Signature Date				
Shipping address for semen if different than mailing address above				
Vet Name and phone number				
I hereby authorize Abraham's Equine Clinic to charge the following credit ca	rd for any charges not prepaid.			
Circle One: VISA MasterCard DISCOVER AMEX				
Name as it appears on card:	CVV#:			
Card Number:	Exp. Date:			
Signature:				

THREE GUNS, LLC. 24509 130<sup>th</sup>, St. Iowa Falls, Iowa 50126 Ann 319-269-4010 or Gary 641-373-6235