



Breeding Service Contract
Dockery Stables
259 Bowker Rd. Munger, MI 48747
989.233.8181 * gpdoc@speednetllc.com
website: www.alwayswalkin.com

Subject to the following terms and conditions, we the undersigned:

Name

Address

City/State/Zip

Home Phone Business Phone

MARE OWNER/AUTHORIZED AGENT FOR MARE OWNER (HEREAFTER "MARE OWNER"), HEREBY AGREES TO BREED THE FOLLOWING MARE:

NAME OF MARE: _____ REG.# _____

AGE: _____ BREED: _____ TO THE STALLION: _____

REG.# _____, IN THE _____ BREEDING SEASON. Dockery Stables (HEREAFTER "DS") HEREBY AGREES TO PROVIDE FROZEN SEMEN or FRESH COOLED, IF AVAILABLE, SEMEN FOR SAID MARE, OR WILL LIVE COVER THE MARE, WITH A LIVE FOAL GUARANTEE.

1. The complete **stud fee** shall be \$ 500 which is due and payable in full at time of signing this agreement:
 - (a) A booking fee (which is deducted from stud fee) of \$ 200, shall be payable upon execution of the Agreement by the Mare Owner. This booking fee is non-refundable as set forth in paragraph 10.
(\$25 off of stud fee for any mares booked with paid deposit prior to April 1, 2012)
 - (b) The balance of the stud fee, \$ 300 and all unpaid expenses for which Mare Owner is responsible, shall be due and payable prior to the first semen shipment, or insemination of the mare, or live cover of the mare. (mare owner shall be responsible for, but not limited to: handling fees, mare care, collection fees, semen shipping fees, equitainer shipping fees, equitainer deposit, veterinary fees, farrier fees and hauling fees)
 - c) *****Collection fee** for **cool** shipped semen (due in addition to stud fee): **\$250**
*****Collection fee** for **frozen** shipped semen (due in addition to stud fee): **\$150**
*****Fedex shipping fees** for cool or frozen semen: **charged directly to customer by fedex**, using customer's credit card or a Fedex account #. Rates vary depending on Fedex's current rates, customer's location, day of the week etc.
*** **Mare care fees** for mares brought to DS for live cover: **\$7/day or \$10/day with foal at side** .
- d) **Multiple Mare discount:** If you plan to breed more than one mare in 2012, all mares **after the initial mare with stud fee paid in full**, will receive a **reduced stud fee of \$300**

2. The Mare Owner shall have the mare examined by a licensed equine practitioner, and shall provide DS with a completed "Mare Health Form" certifying that said mare is in good physical and reproductive condition. The "Mare Health Form" must be returned to DS prior to semen shipment, or insemination, or live cover.

3. It is hereby understood and agreed that the semen shall be shipped only to the mare Owner's licensed equine practitioner or a duly qualified technician designated herein by Mare Owner.

Name

Shipping Address

Phone (day)

Phone (evening)

All inseminations must be performed by a licensed equine practitioner or a duly qualified technician experienced in equine artificial insemination.

4. Mare Owner hereby agrees to have the mare examined for pregnancy per the following minimum schedule, and to notify DS within ten (10) days of the results:

- (a) Between 17 and 20 days following the last date of insemination by ultrasound, and if positive, then
- (b) Between 26 - 30 days following the last date of insemination to rule out twinning.
- (c) Between 45 - 60 days following the last date of insemination, by palpation.

Failure to have the mare thus examined, and to notify DS, shall automatically render the live-foal guarantee and any applicable re-breeding rights of the Mare Owner null and void.

5. Mare Owner hereby agrees to keep the mare in good physical condition throughout pregnancy, including vaccination against rhinopneumonitis at the 5th, 7th and 9th months of pregnancy. Mare Owner also agrees to provide or perform other routine vaccinations, deworming, hoof trimming, teeth floating and caslick's procedures as recommended by the Mare Owner's local licensed equine practitioner.

6. DS agrees that if this agreement is executed by the Mare Owner and DS, and the stud fee is paid, and should the mare subsequently not have a live foal, (defined as a foal that can stand and nurse for a period of 24 hours following foaling), the stud fee will be credited to the next breeding season, provided that the Mare Owner sends DS a certificate from a licensed equine practitioner within thirty (30) days of the discovery of the mare's pregnancy loss, stillbirth, or newborn foal death. This certificate must include the following:

- (a) That the mare was properly vaccinated against rhinopneumonitis, as specified in paragraph 5.
- (b) That in the opinion of the licensed equine practitioner, the mare was maintained in a reasonable state of health, including all vaccinations and deworming as specified in paragraph 5.

It is the Mare Owner's sole responsibility to insure that the certificate is provided to DS.

7. Re-breeding rights shall be valid for only the subsequent breeding season. Substitution of another mare other than the one named in this agreement shall be at the sole discretion of DS.

8. Mare Owner understands that at least 24 hours advance notice must be provided to DS for frozen or cool semen collection and shipment (note that this means up to 48 hours prior to the time that Mare Owner actually receives the semen and the mare can be inseminated). If less than 24 hours advance notice is given, the request will be accommodated if reasonably possible, but at the sole discretion of DS. Semen will not be collected or shipped on any nationally recognized holidays. The first normal collection day following the nationally recognized holiday will be the next collection day. All semen collections/shipping for DS handled by Spectrum Horse Services, 14605 S. Chapin Rd. Elsie, MI 48831. 989-661-2261 email: EMILSKI@aol.com.

9. The mare's breeding season will start March 1, 2012 and end October 30, 2012

10. In the event the stallion or mare becomes incapable of breeding, or in the event either the stallion or the mare dies, the following shall apply:

- (a) Death or incapacity of the stallion before the mare is bred: DS shall have the option of:
 - i. Breeding the mare with frozen semen of the stallion or
 - ii. Refunding the breeding fee identified in paragraph 1 (excluding the booking fee) to the Mare Owner.

The Mare Owner shall be liable for all other fees and expenses incurred until the date of death or incapacity, and this agreement shall terminate and become null and void, including the live-foal guarantee and any applicable re-breeding rights of the Mare Owner.

(b) Death or incapacity of the stallion after the mare is bred, and the Mare Owner has the right to exercise the live-foal guarantee identified in paragraph 5. DS shall have the right to choose one of the following options by notice to Mare Owner in accordance with the notice provisions of paragraph 11:

- i. The breeding shall take place with frozen semen and this agreement shall remain in full force and effect.
- ii. The breeding fee identified paragraph 1 (including the booking fee) shall be retained by DS and the mare shall be re-bred with another mutually acceptable stallion.
- iii. The breeding fee identified in paragraph 1 (excluding booking fee) shall be refunded to the Mare Owner, the Mare owner shall be liable for all other fees and expenses incurred to the date of death or incapacity, and this agreement shall terminate and become null and void, including the live-foal guarantee and any applicable re-breeding rights of the Mare Owner.

(c) Death or incapacity of the mare either before or after the mare is bred and the Mare Owner does not have the right to exercise the live-foal guarantee: The stud fee identified in paragraph 1 (including the booking fee) shall be retained by DS, and the Mare Owner may substitute another mare for breeding within the calendar year's breeding season of this agreement, or the calendar year's breeding season immediately following thereafter, said substitute mare being subject to the prior approval of DS and in the compliance with all the terms and conditions of this agreement.

11. Mare Owner assumes all responsibility for following any regulations or requirements that may be imposed by any breed registry or government agency, including but not limited to, obtaining permits to transport semen from the United State (any applicable taxes, duties or additional costs therein).

12. Mare Owner assumes all responsibility for the condition of the mare, and shall bear all risk of loss or damage. DS, or any employees or agencies thereof, shall not be liable or responsible in any way for any disease, death, accident, or injury to the mare, and Mare Owner therefore hold harmless these persons and businesses from any and all damages therewith. In addition, DS shall not be responsible for any delays or failures in semen delivery.

13. Mare Owner may not assign any rights or delegate any duties under this agreement without the prior written consent of DS.

14. This agreement shall be a binding agreement when signed and accepted by DS. This agreement shall be governed by the laws of the state of Michigan, and venue shall be in Bay County, Michigan. In the event legal counsel is retained to enforce the provisions of this agreement, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs.

I/We the undersigned, certify that we are the Mare Owner named herein or duly authorized agent thereof, and as such have the authority to enter into this agreement, as witnessed by my/our signature(s). I/We also certify that I/We read and understand the terms of this agreement and the attached fee schedule.

Mare Owner

Dockery Stables

Date

Date