

BREEDING CONTRACT AND SHIPPED SEMEN AGREEMENT

THIS AGREEMENT is made this ____ Day of 2020, between **Jack and Bernadette Stang, 37535 Zeolite Hills Road, Corvallis, Oregon 97330** (hereinafter "**Stallion Owner**") and _____ (hereinafter "**Mare Owner**") at _____ (address), _____ (phone), _____ (email address). The Mare Owner certifies that he/she is the legal owner on record or recorded lessee of the mare described in this contract.

PURPOSE. This Agreement defines the terms and conditions under which the **Mare Owner** agrees to purchase and the **Stallion Owner** agrees to provide semen from the Morgan stallion:

Gladheart Black Harris
AMHA Registration No. 167475
DOB: May 6, 2005
Color/Markings: Black. No white markings.
Sire: DJJJ Ebony Gold (AMHA Registration No. 101465)
Dam: Rogue’s Midnight Melody (AMHA Registration No. 0130920)

(hereinafter "**The Stallion**") for the purpose of breeding **The Stallion** to:

Mare’s Name: _____

Mare’s Breed Organization and Reg. No. _____

Date of Birth: _____

Color and Markings: _____

Mare’s Sire (with Breed and Reg. #): _____

Mare’s Dam (with Breed and Reg. #): _____

(hereinafter "**The Mare**"). Use of shipped semen to breed any other mares not described in this contract is prohibited. A copy of **The Mare’s** registration papers must be included with this contract if **The Mare** is registered or recorded with a breed organization.

- 1) **FEES.** **The Stallion Owner** agrees to breed **The Mare** to **The Stallion** for the fee of **\$900.00**
 - a) A non-refundable **\$200** booking fee per mare per breeding season is included in the breeding fee. Booking fees may not be sold or transferred. A live foal guarantee is included. **The breeding fee must be paid in full prior to collection of semen.**
 - b) Additional mares are eligible for a 10% multi-mare discount if booked the same season. The first mare will be charged full price (\$900 including booking fee as described above), additional mares are eligible for the discount.
 - c) **The Stallion is available by artificial insemination only.**
 - 1. Collection, processing and shipment of the semen will be done at the Lois Bates Acheson Veterinary Large Animal Hospital, Oregon State Carlson College of Veterinary Medicine, Oregon State University, Corvallis, Oregon, 541-737-2858 (herein referred to as "OSU-CCVM").
 - 2. All costs associated with semen collection, processing, shipping, and mare insemination the responsibility of **The Mare Owner** in addition to the breeding fee. **The Mare Owner** will contact OSU-CCVM or the **Stallion Owner** to arrange for payment of these fees. **The Mare Owner** assumes all risk of loss or damage to the shipped semen.

3. An additional stallion transportation fee of **\$50.00** will be charged in addition to the breeding/booking fee for each collection in excess of three (3) estrus cycles during a breeding season, and per collection for subsequent seasons in the case of return services.

2) GENERAL TERMS AND CONDITIONS.

a) Collection and Breeding.

1. The **Stallion Owner** shall give notice by phone, text or e-mail to the **Mare Owner** of any conflicts between **The Stallion's** competitions and breeding dates.
2. The **Mare Owner** agrees to notify the **Stallion Owner** on the first day of heat/estrus of the cycle **The Mare** is to be bred. The **Stallion Owner** requires a **minimum of forty-eight (48) hours** notification before estimated date of ovulation of **The Mare**.
3. Collections are available from OSU-CCVM Monday-Friday with the exception of closures due to holidays or staffing limitations.
4. The **Mare Owner** represents that the cooled semen shall be shipped to the following address and **contact information:**

Recipient's Name: _____

Veterinary Clinic/Farm: _____

Address: _____

City/State/Zip Code: _____

Phone Number: _____

Email Address: _____

- b) The **Mare Owner** agrees that breeding of **The Mare** must be done under the supervision of a licensed veterinarian whose practice includes equine reproductive services.
 1. **The Mare** shall be **inseminated within twenty-four (24) hours** after receipt of semen shipment and unused semen will be discarded.
 2. **The Mare** shall be examined by ultrasound to assess breeding status prior to requesting a shipment of semen and to confirm ovulation post insemination.
 3. **The Mare** shall be **confirmed in foal by ultrasound between fifteen (15) and eighteen (18) days post ovulation.**
 4. If **The Mare** fails to become pregnant after three (3) estrus cycles, the **Stallion Owners** shall require an examination by a licensed veterinarian to determine reproductive soundness and suitability for further breeding purposes.
 5. **Mares with a history of difficulty establishing or maintaining a pregnancy will require a pre-breeding examination before semen is shipped.**
- c) **Live Foal Guarantee.** For the purposes of this contract, a live foal is defined as one who stands and nurses. The **Stallion Owner** will not be obligated to honor the Live Foal Guarantee if the foal dies due to negligence of the **Mare Owner** or its agents or employees in the care of **The Mare** or the foal. Should the foal be born dead or die before standing and nursing, a notification must be provided to the **Stallion Owner** that includes a written statement by the licensed veterinarian attending **The Mare** that includes the reasons for the foal's death. If these terms are not met, the guarantee will become null and void.
- d) **Return services.** In the event that **The Mare** does not conceive, or if she should abort after conceiving, or otherwise fail to produce a live foal, the **Mare Owner** shall have the right of return service for one (1) year following the date of the above contract.

- 1) If **The Mare** is covered by, or exposed to any other stallion after she has been bred to **The Stallion**, the **Mare Owner** shall have no right of return service.
- 2) This contract may not be assigned or transferred by the **Mare Owner** to another owner or to another mare without prior written approval of the **Stallion Owner**.

3) **WARRANTEES.** The **Stallion Owner** warrants that **The Stallion's** blood type and DNA has been recorded by the American Morgan Horse Association and agrees to execute all documents necessary for the registration of any foal resulting from this breeding. The **Stallion Owner** further warrants that **The Stallion** is healthy and free of communicable disease. No other warranties, expressed or implied, not otherwise included in this contract, shall be in force.

4) **WAIVER OF LIABILITY AND ASSUMPTION OF RISK**

The **Mare Owner** acknowledges that there are inherent and numerous risks associated with breeding a mare and the **Mare Owner** agrees to bear these risks, including but not limited to illness, injury or disease, to **The Mare**. Furthermore, even though **The Mare** may become pregnant, **The Mare** may not give birth or the foal may be stillborn, have defects or become ill, injured or die. The **Mare Owner** agrees that, upon confirmation of pregnancy by a licensed veterinarian, the **Stallion Owner** and its officers, members, employees, directors or agents shall not be liable for any special incidental, indirect or consequential damages arising out of any transaction or activity arising out of this agreement.

5) **GENERAL PROVISIONS.**

- a) **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- b) **Choice of Law.** This Agreement shall be governed by the laws of the State of Oregon. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in Benton County, Oregon. The parties hereto consent to both venue and jurisdiction.
- c) **Waivers.** No waiver by the **Stallion Owner** of any provision hereof shall be deemed a waiver of any other provision or of any subsequent breach by the **Mare Owner** of the same or any other provision.
- d) **Attorney's Fees.** If either party named herein brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial, arbitration or appeal, shall be entitled to reasonable attorney's fees and costs to be paid by the losing party as fixed by the court or arbitrator.
- e) **Execution and Delivery.** This Agreement shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

4. ACKNOWLEDGEMENT

This agreement constitutes the entire understanding of the parties. Any modification or additions must be made in WRITING and signed by all parties to this agreement. The parties hereby acknowledge the terms and conditions of this contract by signing below.

EXECUTED on the _____ th Day of _____, 2020.

STALLION OWNERS: _____
Jack R. Stang Bernadette V. Stang

MARE OWNER(S): _____

Print: _____