

Oregon Performance Equinetics

16247 SW HWY 97, Culver, Oregon 97734

2026 Breeding Contract: Bench Warrant

Mare Owners Name _____ (as appears on registration papers)

Address _____ City _____ State _____ Zip _____

Home Phone _____ Business Phone _____ Email _____

Mare's Name _____ Reg. # _____ Year foaled _____

Stallion booked to: **Bench Warrant 2016 AQHA # 5758034 7-Panel N/N, APHA OLWS Negative**

Breeding Fee - \$1600 with considerations, payable to Meredith C. Pierce-Brewer, DVM

Booking Fee - \$350 (included in breeding fee)

Method of Breeding: On Farm at NW Mare Services _____ Shipped Semen _____ Semen Pickup _____ Frozen Semen _____

Mare Status: Maiden _____ Barren _____ In Foal _____ Foal at side _____ Date foaled _____

Last Breeding Date _____ bred to (stallion) _____

TERMS AND CONDITIONS OF BREEDING CONTRACT

This agreement is made between Meredith C. Pierce-Brewer, DVM (hereinafter referred to as the stallion owner), and the owner of the mare described above and is subject to the following terms and conditions.

1. A \$350 non-refundable booking fee is due and payable upon execution of this agreement. Booking fee is included in the breeding fee. For shipped semen contracts - **the balance of the breeding fee is due prior to ordering semen.** The balance of the breeding fee is due and payable before semen is collected at the clinic or frozen semen is delivered.
2. Breeders certificate will be issued and released online when all fees are paid in full and stallion owner is notified of a live foal. Only one breeders certificate will be issued per paid breeding fee. For those wishing to complete registration online the certificate will be released when a request is received from AQHA.
3. In the event the above mare fails to produce a live foal from the breeding privilege granted herein, mare owner may rebreed the mare (or a substitute mare mutually agreed upon by mare and stallion owners) during the following breeding season for a \$350 re-breed fee. A live foal is defined as a foal that stands and nurses, unassisted in the first 24 hours. If the foal is born dead, or dies within 24 hours, this guarantee applies only if the mare owner (A) notifies the stallion owner within 72 hours after the time the mare did not produce a live foal, and (B) within 10 days after the mare owners notice, the mare owner provides the stallion owner/agent with a statement from a licensed veterinarian substantiating the failure of the mare to produce a live foal. A collection and re-breed fee is due on all re-breeds. Breeding fee will not be refunded.

4. If the mare owner fails to contact the stallion owner for a rebreed the year immediately following, then any and all fees paid shall be forfeited, the right to a rebreed is canceled and this contract is thereby terminated.

5. The mare owner may not assign or resale this breeding contract or substitute any other mare under this agreement without the prior written consent of the stallion owner. Any attempted assignment without prior consent of stallion owner will, at the option of stallion owner, terminate this agreement and release stallion owner from all obligations hereunder.

6. It is understood that if the above stallion dies or becomes unfit for service, that **frozen** semen is available. This contract shall become null and void only if frozen semen is no longer available and semen was never ordered. The breeding fee less the booking fee shall be refunded to the mare owner in the event the mare was never bred and semen was never ordered.

7. Embryo transfers: Mare owner agrees to notify stallion owner if this is to be an embryo transfer breeding. In the event multiple viable embryos are produced from a **single flush**, the mare owner agrees to pay an additional, discounted breeding fee of **\$1000** for each additional live foal.

8. By signing this contract, the mare owner certifies that he/she is the sole owner of the above mentioned mare, or has authority to enter into this contract on behalf of the owner.

9. A photocopy of mare's registration papers, both front and back, must be furnished with this contract. If the mare is a lease then a copy of the lease agreement will be provided.

10. The undersigned agrees that the stallion owner, Northwest Mare Services and its staff will not be responsible for accident, injury, sickness, or death to the mare/foal whether from fire, flood, theft, act of God, or negligence by the stallion owner, Northwest Mare Services or its staff. The undersigned agrees to and shall indemnify and hold harmless the stallion owner, Northwest Mare Services and its staff from and against any and all claims, losses, damages, causes of actions, suits and liability of any kind including expenses of litigation, court costs, and attorney fees, for injury to, or the death of the mare/foal, or for any damage to the mare/foal arising out of, or in connection with, the services performed by the stallion owner, Northwest Mare Services and its staff under this contract, regardless of whether such injuries, death or damages are caused in whole or in part out of negligence of the stallion owner, Northwest Mare Services and its staff.

Please sign below, enclose booking or full stud fee, a copy of mare's registration papers or lease agreement and return to Meredith C. Pierce-Brewer, DVM.

Mare Owner _____ Date _____

Stallion Owner/Agent _____ Date _____