

Oregon Performance Equinetics

16247 SW HWY 97, Culver, Oregon 97734

Breeding Contract: Lesters Live Wire

Mare Owners Name _____ (as appears on registration papers)
Address _____ City _____
State _____ Zip _____ Home Phone _____ Cell Phone _____
Email _____ Mare's Name _____
Reg. # _____ Year foaled _____

Stallion booked to: **Lesters Live Wire 2010 Appendix AQHA #X0691159 6-Panel N/N**

Breeding Fee - **\$1,250 payable to Lori Lester if by check**

Rebreed fee - \$300 (make checks payable to Lori Lester)

Method of Breeding: On Farm _____ Shipped _____ 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 Lori Lester (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. The balance of the breeding fee is due before semen will be shipped.

2. Breeders certificate will be issued 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, the mare owner may rebreed the mare (or a substitute mare mutually agreed upon by mare and stallion owners) during the current or following breeding season with a \$300 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. The breeding fee will not be refunded.

5. 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.

6. The mare owner may not assign or re-sell 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. Any and all fees will be kept by the stallion owner.

7. It is understood that if the above stallion dies or becomes unfit for service, that **frozen** semen is available but limited. 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.

8. Embryo transfers: Mare owner agrees to notify stallion owner if this is to be an embryo transfer breeding at the time this contract is executed. In the event multiple viable embryos are produced from a **single flush**, the mare owner agrees to pay an additional breeding fee of **\$750** for each additional pregnancy that is confirmed at 90 days gestation. A live foal guarantee will be granted on all viable embryos that are confirmed at or beyond 90 days gestation. If no veterinary records can substantiate a viable pregnancy at or beyond 90 days there will be no live foal guarantee granted.

9. 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. If the mare is a leased mare then an AQHA lease agreement will be provided.

10. 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.

11. The undersigned agrees that the stallion owner, Oregon Performance Equinetics and Northwest Mare Services, or their 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, Oregon Performance Equinetics or its staff. The undersigned agrees to and shall indemnify and hold harmless the stallion owner, Oregon Performance Equinetics 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, Oregon Performance Equinetics and its staff under this contract.

Please sign below, enclose booking/breeding 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 _____

Oregon Performance Equinetics

16247 SW HWY 97, Culver, Oregon 97734

At Clinic Breeding Addendum: Lesters Live Wire

1. Oregon Performance Equinetics will exercise best judgment in care and supervision of the mare/foal. The attending veterinarian will examine the mare for normal breeding conditions and will administer medical care as deemed necessary for the health and safety of the mare/foal. The mare owner hereby consents to all medical care administered to the mare by the stallion owner's veterinarian. The mare owner will pay all veterinarian and farrier charges. All expenses shall be paid prior to the mare departing Oregon Performance Equinetics.
2. In addition to mare related expenses there will be a one time chute/farm fee of \$200, payable to Oregon Performance Equinetics for all mares bred on farm. This fee will be in addition to any fees associated with reproductive services or boarding.
3. The mare shall be in a healthy and sound breeding condition: free from infections, contagious or transmittable diseases. A current Coggins test for all horses coming from a race track or outside of Oregon, a copy of registration papers (both sides), veterinarian health certificate, plus a health, worming and vaccination record is required. If the mare owner fails to provide any of the above documents, the mare owner hereby consents to the stallion owner's veterinarian examining and/or testing the mare as may be necessary to complete the above tests, certification and other records. However, the stallion manager/veterinarian reserves the right to refuse any mare, which is (1) not in proper condition (2) which does not have all the records, tests, and registration documents as required herein.
4. Oregon Performance Equinetics breeding staff agrees to diligently try to settle the owner's mare. The mare owner agrees to give Oregon Performance Equinetics ample opportunity to settle the mare, having bred her through at least 2 heat cycles. If a mare leaves the clinic before being pregnancy checked, the mare owner is required to have the mare checked via ultrasound at 15 and 30 days after the last breeding date. If for any reason the mare does not settle, the mare owner will hold Oregon Performance Equinetics and Lori Lester harmless.
5. Mare owner agrees to vaccinate the mare against rhinopneumonitis on at least the 5th, 7th and 9th month of pregnancy.

Approximate date to expect mare at Oregon Performance Equinetics for breeding_____

Mare's status: barren_____ maiden_____ foal at side_____

Mare Owner_____ Date_____

Stallion Owner_____ Date_____

Oregon Performance Equinetics

16247 SW HWY 97, Culver, Oregon 97734

Shipped Semen Addendum: Lesters Live Wire

Shipping address for semen delivery:

Clinic Name: _____

Address: _____

City: _____ State: _____ Zip _____

Attending veterinarian _____ Phone # _____

1. Mare owner agrees that only the mare designated on this contract will be inseminated with the shipped semen. Any attempt to breed more than one mare with a shipment will void this contract and no refunds will be provided.

2. Mare owner agrees to pay the following charges pertinent to the transport of fresh chilled semen.

Normal shipping fees per shipment- \$350

Frozen semen, Counter to Counter & Canadian shipments - Call for pricing and availability.

Shipment includes shipping container, to be returned within 5 business days, and shipping fees. There will be no credit given on returned shipping boxes. A fee of \$50 will be charged for non return of the shipping container.

3. Semen can be ordered for shipping from Northwest Mare Services by contacting Gary at (541) 749-8811. Semen requests must be made by 8 AM PST to ensure shipping the same day can be made. It is preferred to request semen in advance though to allow for potential shipping delays that can occur.

4. Mare owner agrees to have the mare checked via ultrasound to confirm ovulation and that there are no post breeding reactions.

5. Mare owner agrees to have the mare ultrasounded 14-17 days after the date of insemination and notify Meredith C. Pierce-Brewer, DVM of pregnancy status. Failure to do so will result in the mare not being included on the stallion breeding report.

6. Mare owner agrees to vaccinate the mare with the appropriate vaccines recommended by their veterinarian. If the mare owner fails to vaccinate the mare during pregnancy and she aborts due to a preventable disease, proof of vaccine must be provided before a rebreed the following season will be issued.

Mare Owner _____ Date _____

Stallion Owner _____ Date _____