



Stallion Service Contract 2023 | Weber Performance Horses LLC | PO Box 125 Waukomis, OK 73773

I hereby agree on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, to contract with Weber Performance Horses LLC hereinafter known as "Breeder", to breed my mare: \_\_\_\_\_ /Reg.#: \_\_\_\_\_ to the Stallion: **KBAUM LUCKY DRIFTWD**, Reg. #6027565 either on-site at Benchmark Animal Hospital or by shipped cool or frozen semen during the 2023 breeding season, which begins February 1, 2023 and ends June 30, 2023, subject to the terms and conditions included in this contract. I agree to pay \$750 made payable to **KBAUM LUCKY DRIFTWD** for the Stud Fee. This payment includes the chute fee for the first shipment of semen. If additional shipments are necessary, I agree to pay a chute fee of \$300 per collection. A shipping payment of \$250 shipping fee per semen shipment will be due prior to the shipment being sent. A \$300 non-refundable booking fee is due at the time of contract submission. This deposit will be deducted from the total Stud Fee. The balance due for Stud Fee, Shipping Fee and Chute Fee (if applicable) are to be paid in full prior to breeding on-site or semen shipment. I understand that I am responsible for any other costs incurred by mare to Benchmark Animal Hospital.

**Additional Terms:**

1. This breeding contract is to be returned with a non-refundable Booking Fee. Stallion Fee is for one live foal. The Balance of Stallion Fee is additional and due prior to the first frozen or cooled semen shipment. Mare Owner agrees to provide a photocopy of the mare's registration papers with the breeding contract. All other expenses shall be due according to the schedule(s) listed below.
2. Current ownership on mare's registration papers must be listed Mare Owner.
3. Mare shall be in healthy and sound breeding condition.

**For Cooled Semen Shipments:**

- A. A Cooled Semen Shipment includes the cost of the collection and evaluation of the semen. In addition to the agreed Booking Fee and Balance of Stud Fee, the following charges and guidelines will apply:
- B. The first semen collection will be paid by **KBAUM LUCKY DRIFTWD**. Shipping and courier charges are not included. Any subsequent shipments, if necessary, must be paid in advance by the Mare Owner at \$300.00 per collection, plus shipping and courier charges. All shipping charges will be the responsibility of the Mare Owner. Pickup from Weber Performance Horses LLC will be \$75.00 per shipment. FedEx will be \$250.00 per shipment.
- C. Stallion is collected on Mondays, Wednesdays, Fridays. It will be the responsibility of the Mare Owner and his/her veterinarian to confirm our breeding days.
- D. You must give 24-hour advance notice to Weber Performance Horses LLC prior to actual shipment at ph#580-977-6097 or ph#719-210-4963 and CONFIRM shipment by 8:00 AM CST of collection day prior to actual shipment. Cancellations must be made by 8AM CST the day of the shipment. Cancellations after this may be subject to a cancellation fee.
- E. Shipment requests must be called in, and not emailed. Weber Performance Horses LLC requires that all cooled semen expenses be paid in advance of shipment. In the case of subsequent shipments, any additional shipping fees must be received before the next shipment will be sent. Mare Owner may deposit additional funds with Weber Performance Horses LLC or provide Breeder with payment information.
- G. Shipping container must be returned to Weber Performance Horses LLC within 48 hours of receipt of semen shipment. Shipping containers not returned within the above specified time frame are subject to a fee of \$25.00/day until returned to Weber Performance Horses LLC. There will be a maximum of two (2) shipments allowed per breeding cycle on **KBAUM LUCKY DRIFTWD**.
- H. The Mare Owner/Agent is aware the stud **KBAUM LUCKY DRIFTWD** might still be shown during the breeding season; in case cooled semen is UNAVAILABLE, frozen semen will be shipped.
- I. Mare Owner can choose to have frozen semen sent instead of fresh cooled at a \$100 charge/shipment.
- J. Weber Performance Horses LLC only assumes responsibility to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged or lost in transit. Weber Performance Horses LLC does not guarantee the fertility of any stallion but agrees to process each ejaculate to optimize 24-hour post cool motility and subsequent fertility. Every effort should be made to inseminate the mare within 24 hours after collection from the Stallion. Mare Owner agrees to use all cooled semen provided by the Agreement for the mare named in this Agreement and no other. Every effort will be made to accommodate your mare's breeding time frame; however, it is the Mare Owner's responsibility to contact Weber Performance Horses LLC so that your veterinarian and ours can get your mare in foal on a timely basis. Failure to adhere to the above requirements may result in missed heats and delayed shipments AT THE MARE OWNER'S EXPENSE. Insemination must be done by a veterinarian knowledgeable in successful insemination techniques.
- K. There will be a \$25.00 Administrative Fee charged for substituting mares during the calendar breeding season.

5. Monthly statements shall be mailed for services herein provided if there is an amount due. Such statements shall be due and payable upon presentation. Statements not paid within 30 days will be subject to a finance charge of 1.5% per month or the maximum rate allowed by the law.

6. The above stated fees are subject to change at the discretion of Weber Performance Horses LLC.

7. This contract contains a Live Foal Guarantee for the initial contract year when the mare has been pregnancy checked and declared to be safe in foal by a veterinarian. A live foal is described as a newborn foal that stands and nurses without assistance. If the mare miscarries, aborts, or the foal is born dead, Mare Owner agrees to furnish to the Stallion Owner, within seven (7) days, a veterinarian's statement describing the occurrence, in such a case, return privileges will be available for ONLY THE NEXT NORMAL



BREEDING SEASON. To obtain a breeding the following season using this policy, mare owner must pay a \$250.00 rebreed fee. If the Mare Owner fails to return the mare for breeding the following year, then any and all fees paid shall be forfeited, the right to rebreed is canceled and the Stallion Owner is released from all further obligation of the contract, unless otherwise agreed in writing and signed by all parties. Breeding fee(s) will not be refunded. Breeder does not make any warranty or representation as to the quality or confirmation of the foal, merchantability or fitness for a particular purpose, or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.

8. Confirmation of pregnancy by ultrasound starting at 15 days post ovulation, again on the 30th day and finally the 60th day. REQUIRED TO MAINTAIN THE LIVE FOAL GUARANTEE. If ultrasound is unavailable, Mare Owner/Agent agrees to have the mare checked for pregnancy by a licensed veterinarian within 30 days of insemination. Mare Owner/Agent agrees to provide the results of the ultrasound(s)/pregnancy exam(s) to Weber Performance Horses LLC no later than 30 days following insemination.

9. If the mare dies or becomes unfit to breed, the Mare Owner may return during this season or the following season ONLY with a suitable mare approved by the Stallion Owner/Breeder. There are only return privileges only if Breeder is provided with a licensed veterinarian statement confirming such condition. Breeder may, at its election, either rebreed the mare or refund the Stallion Fee paid pursuant to this contract, less the non-refundable Booking and Farm Fees, thereby relieving the Breeder of its obligations to rebreed the mare. This provision does not apply to mares that are being bred under the authorized rebreed privilege.

10. Should the above named stallion die or become unfit for service for any reason, then this contract shall become null and void and both parties are relieved of any further obligation hereunder, and any monies paid by the Mare Owner toward the Stallion Fee, with the exception of the non-refundable Booking Fee and Farm Fee shall be refunded to the Mare Owner if the mare is not settled or would qualify for rebreed privileges.

*Under Oklahoma Law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Oklahoma Equine Activities Liability Act.*

Mare Owner/Agent Information:

Owner's Name as shown on AQHA Records \_\_\_\_\_

AQHA I.D # \_\_\_\_\_

Full Address \_\_\_\_\_

Primary Phone: \_\_\_\_\_

**I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS ENTIRE BREEDING CONTRACT BY AFFIXING MY SIGNATURE HERE.**

\_\_\_\_\_ (MM/DD/YY) \_\_\_\_\_  
Date Signature of Mare Owner/Agent

\_\_\_\_\_ (MM/DD/YY) \_\_\_\_\_  
Date Signature of Stallion Owner/Breeder  
Agent of KBAUM LUCKY DRIFTWD

**STALLION AGENT CONTACT INFORMATION**

Maddie Weber – 719-210-4963 | [mweberperformancehorses@gmail.com](mailto:mweberperformancehorses@gmail.com)

Reid Weber – 580-977-6097 | [weberperformancehorses@gmail.com](mailto:weberperformancehorses@gmail.com)

**WIRE TRANSFER INSTRUCTIONS** - Contact Maddie Weber at [mweberperformancehorses@gmail.com](mailto:mweberperformancehorses@gmail.com) or 719-210-4963

**PAYMENT BY CHECK**

Check must be delivered 2 business days prior to semen shipment.

Mailing Address – PO Box 125 Waukomis, OK 73773

Make checks payable to : KBAUM LUCKY DRIFTWD

**PLEASE CONTACT STALLION AGENTS FOR ADDITIONAL PAYMENT METHODS**