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At-Farm Breeding Contract

This Shipped Semen Breeding Contract for the **2023** Breeding Season is made and entered into this _____ day of _____, **2023** by and between **Paradise Pines Equestrian Center (PPEC)**, hereinafter referred to as **Breeder**, and _____, hereinafter referred to as **Mare Owner**. Mare Owner agrees to have a knowledgeable party inseminate the **Mare** _____, Registration # _____ Breed Association _____ with shipped cooled semen from the Stallion, **Invite The Investor** AQHA Registration # 5355516 and APHA Registration # 01068905 owned by Antoinette Thomassy, hereinafter referred to as **Stallion**, for the following Service Fee(s)

Shipped Semen Service Fee for Stallion: \$750.00 *Includes \$300 non-refundable booking fee*
+ Collection Fee of \$100 per collection (first collection is included in the Stallion Fee)

1. The balance of the Service Fee is due before the first collection is made. The balance of all breeding fees must be paid, with all other expenses, when the Mare is picked up or when Mare Owner is invoiced, whichever occurs first. All invoices are payable upon receipt. Mare Owner may not remove Mare from the Breeder's premises until all expenses are paid in full.
2. Breeder agrees to provide suitable facilities for the stabling and feeding of Mare and/or foal while in their custody. Mare Owner agrees to pay for care and feeding at the rates of **\$20/day dry and \$25/day wet**.
3. Unless prior arrangements are made, any Mare left at the farm past July 31st of the current breeding year will be charged mare care at the rate of **\$25/day**.
4. **The Breeding Season will run from February 7, 2023 through June 15, 2023.**
5. The Breeder agrees to exercise judgement consistent with recognized standards of care and supervision of Mare and/or Foal. Breeder assumes responsibly of arranging Veterinary services as necessary. Breeder's Veterinarian will examine Mare for reproductive soundness and/or administer veterinary care as deemed necessary for the health and safety of the Mare and/or Foal. Mare Owner agrees to pay all Veterinary expenses incurred while Mare and/or Foal are at Breeder's facility.
6. The Mare shall be in healthy and sound breeding condition, free from infectious, contagious and/or transmissible disease. It is highly recommended that all Mares have a current negative uterine culture and/or biopsy, and required for Mares that have aborted or proved barren the previous breeding year.
7. A current (within 1 year of date of arrival) Coggins test and a copy of the mare's registration papers must accompany the mare upon her arrival at Breeder's facility. If Mare is not accompanied by a current Coggins test, one will be issued by Breeder's Veterinarian and mare Owner shall be charged the expense for such. Breeder reserves the right to refuse any Mare not in satisfactory condition. If the Mare is refused, the booking fee shall constitute liquidated damages.
8. Breeder agrees to diligently try to settle Mare; however, if Mare fails to settle, for any reason, Mare Owner will hold the Breeder harmless. Mare Owner agrees to give the Breeder amply opportunity to settle Mare.
9. The Stallion Owner (Antoinette Thomassy) offers a Live Foal Guarantee (LFG) from the breeding purchase with this contract. A Live Foal is defined by RPH as a foal that stands on its own and nurses within 24 hours of birth. Should Mare not produce a Live Foal, the LFG will ensure Mare Owner a breeding for the **following season (2024) only**. A chute fee or re-breed fee may apply. The LFG is void if the Mare leaves the Breeder's premises before being checked Safe in Foal by the attending Veterinarian.
10. Mare Owner agrees to pay any chute fee or re-breed fee in addition to shipping charges before a re-breed will be honored.
11. A Breeder's Certificate will be issued from the Foal produced from this breeding, when Service Fee and all other expenses incurred while breeding Mare have been paid in full and when mare has produced a Live Foal.
12. Should Mare undergo an Embryo Transfer (ET) procedure and produce multiple embryos from one or more inseminations to Stallion or produce multiple foals naturally, Mare Owner will be responsible for multiple Service Fees, equal to the number of foals produced from the mating. Should mare produce multiple embryos through ET, Mare Owner is obligated to inform RPH of the existence of multiple embryos within 90 days of multiple embryos being flushed from Mare. Mare Owner will be responsible for additional Service Fee(s) at that time. Should mare produce multiple foals naturally, Mare Owner is responsible for additional Service Fee(s) when foal(s) are considered Live Foals under the term LFG.
13. Both parties agree that the Breeder, their agents or employees are not liable for death, sickness and/or accident to Mare resulting from this breeding.
14. It is further agreed that should the Stallion die or become unfit to breed prior to settling the Mare, that 1/2 of the breeding fee will be refunded by the Stallion Owner (Antoinette Thomassy), if Service Fee has been paid in full, thereby cancelling this entire contract; or if the Mare dies or becomes unfit to breed before settling, the Breeder has the option to either a) accept another mare as replacement or b) cancel this contract.

15. All parties agree to follow their particular Breed Association Rules and Regulations with regard to the shipment of cooled and transported semen.

16. This contract is non-assignable and non-transferable with the express written consent of the Breeder.

17. Should either party breach this contract, the breaching party shall pay the other's court cost and attorney's fees related to such breach.

18. This contract is entered into and will be interpreted under the laws of the State of North Carolina, county of Stokes, and will be enforced under the laws of such. If any clause is against North Carolina State law, that clause shall be null and void. The balance of the contract will remain in force.

Is mare in foal? _____ If in foal what is the approximate due date? _____

When do you intend to begin breeding your mare? _____

Will you be doing Embryo Transfer? _____ Do you intend to flush multiple embryos? _____

Will you be breeding to other stallions to obtain embryos? _____

Comments: _____

Mare Owners Signature: _____

Mare Owners Name (Printed): _____

Date: _____

Breeders Signature: _____

Breeders Name (Printed): _____

Date: _____

**** Please include a copy of your mare registration papers with this contract****

We accept MasterCard/Visa/American Express/Discover, PayPal and Check

3% fee added to Credit Card and PayPal