



## 2023 BREEDING CONTRACT

This Agreement, by and between Leier Performance Horses and the undersigned Owner or Lessee of the mare described below ("Mare Owner"):

1. Engagement. The Mare Owner hereby engages one breeding service to Checkmate AQHA Reg. No. 5806720/LPH Checkmate APHA Reg. No. 1093132 (the "Stallion") for the mare (the "Mare") listed below for the 2023 breeding season.

Mare Name: \_\_\_\_\_ Breed \_\_\_\_\_ Registration No. \_\_\_\_\_

A copy of the registration papers (both sides) MUST accompany the signed contract. Owner recorded on the registration papers will be recorded on the Stallion Breeding Report.

2. Breeding Fee. The breeding fee shall be \$\_\_\_\_\_, which includes a nonrefundable booking fee of \$500.00, which is due upon execution of this Agreement. Mare Owner agrees to pay the balance of the breeding fee and any other fees and expenses before any shipment of semen shall be made. There is a 4% service fee for credit cards.

All Breeding Fees below include the booking fee

2023 Breeding Fee: ( <i>first overnight semen shipment/farm pickup included</i> )	\$2000.00
Early Booking Discount: (by 12/31/2022)	\$1750.00
World/Congress Champion or Producer Discount:	\$1500.00
Multiple Mare Discount:	\$1500.00
APHA/ApHC Mare Discount:	\$1750.00
Repeat Breeder Discount:	\$1750.00
Trainer Discount: ( <i>trainer's name must be on the Mare's registration's papers</i> )	\$1750.00

**Max Discount of \$500.00 will be applied to the Breeding Fee**

Justification for applied discount \_\_\_\_\_

3. Shipping Terms and Conditions. Breeding provided by fresh cooled semen and will be shipped according to these terms and conditions. Signed breeding contract, all deposits and fees for collection and shipment and all breeding fees and expenses must be submitted and paid to Leier Performance Horses prior to making a request for any shipment.

- a. All shipping charges will be the Mare Owner's responsibility. It is the Mare Owner's responsibility to ensure that UPS will deliver shipment to their location. **The charge for a standard overnight delivery is \$350.00 and a same day (counter to counter) shipment within the U.S. is \$450.00.** If additional services or different carrier is requested, additional charges will be assessed.
- b. Due to Canadian customs restrictions, cooled semen shipments to Canada may require extra coordination and handling. Mare Owner is responsible for providing a Canadian Shipped Semen Permit. Canadian shipments MUST be requested at least 24 hours in advance of collection. The charge for a standard overnight shipment to Canada is \$350.00 plus \$150.00 permit fee.

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- c. Ordering and confirming the availability of shipped semen is the Mare Owner's responsibility. **Mare Owner shall place semen orders by 8pm CST the day prior to collection.** Once the anticipated shipment has been established, a confirmed semen order must be made **BEFORE 8AM CST** of the collection day. **SEmen IS COLLECTED ON MONDAY, WEDNESDAY AND FRIDAY.** Leier Performance Horses cannot guarantee semen shipment availability for late calls but will do its best to provide service. Any late calls that can result in a shipment may be subject to a \$50.00 late charge, which must be paid prior to shipping. \_\_\_\_\_ mare owner initials.
- d. Mare Owner represents and warrants that the Mare is in sound breeding condition and free from disease and infection. If multiple shipments are requested, the Stallion Owner reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments.

4. Breeding Season. For purposes of this agreement, unless otherwise specified, the breeding season shall begin February 1 and close June 1 of the year of this agreement.

5. Semen Handling. Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled semen. Leier Performance Horses agrees to ship semen to the location designated by Mare Owner, but Mare Owner agrees and certifies that only a qualified and experienced person in the use and handling of transported semen and who practices equine reproduction as a regular part of his/her practice will perform the insemination. Mare Owner agrees to use all semen provided by this Agreement solely to breed the Mare named in this Agreement. Any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than the Mare shall automatically terminate all obligations of Leier Performance Horses under this Agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits and the right to a breeder's certificate. Any unused semen must be returned to Leier Performance Horses or, with written permission, destroyed by a veterinarian.

6. Disclaimer. Leier Performance Horses will use reasonable efforts to ship semen on a first call, first serve basis to the designated location. Mare Owner acknowledges that this Agreement does not guarantee semen will be available. Leier Performance Horses makes no representations or warranties, expressed or implied, regarding the semen delivered under this agreement, including without limitation, representations or warranties that the semen will safely reach the insemination point without losing its integrity, quality or other characteristics. Leier Performance Horses makes no representations or warranties, express or implied, regarding the delivery of the semen under this Agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that the semen will be available at the time requested by Mare Owner. Mare Owner hereby disclaims and releases Leier Performance Horses from any liability, damages, claims cause of actions, or losses with respect to the breeding of the Mare, this Agreement and the shipment and collection of the semen, including but not limited to consequential damages, lost breeding opportunities or lost profits. Mare Owner agrees and acknowledges that Leier Performance Horses has not made and does not make any representation or warranty as to the quality or confirmation of the foal or that the foal will be free of any infirmity, confirmation defect, disease, or inherited trait. **LEIER PERFORMANCE HORSES DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THIS BREEDING.** The parties hereto specifically agree if a dispute between Mare Owner and Leier Performance Horses arises, Mare Owner's damages, expenses, costs and fees including attorneys' fees for such dispute, whatever the nature of the dispute shall be limited to an amount equal to the breeding fee specified herein.

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7. Live Foal Guarantee. Leier Performance Horses provides a limited guarantee that a single live foal will result from the breeding privileges granted herein. The term "live foal" means that a foal stands alone, nurses and lives for twenty-four (24) hours. If a live foal does not result from this breeding, Mare Owner shall be entitled to return the Mare or a substitute mare approved by Leier Performance Horses, for breeding to the Stallion for the following breeding season only. If the Mare Owner chooses to exercise the option to rebreed in a subsequent breeding season, Mare Owner is responsible for payment of a \$350.00 rebreed charge and all transported semen charges and expenses for that subsequent season, but without payment of any further breeding fee. Mare Owner also remains subject to all terms and conditions of this Agreement. This obligation by Leier Performance Horses to rebreed will apply only if this Agreement is fully paid and the Mare Owner notifies Leier Performance Horses within forty-eight (48) hours of foaling that the Mare did not produce a live foal and within fourteen (14) days after the Mare Owner's notice to Leier Performance Horses, Mare Owner certifies to Leier Performance Horses that the birth was properly managed and also produces a statement from a licensed veterinarian stating details explaining the failure of the Mare to produce a live foal. Booster Rhinopneumonitis vaccinations must be administered in the manner ad frequency indicated by the manufacturer of the drug as the Mare progresses through her pregnancy. FAILURE TO PROVIDE SUCH VACCINATIONS VOIDS THE LIVE FOAL GUARENTEE. It is agreed that this provision will be of no further effect if the Mare is taken to any other stallion before returning to the Stallion. If Mare Owner fails to rebreed the following year, then any and all fees shall be forfeited, the right to rebreed is canceled and Leier Performance Horses is released from all obligations of this Agreement. There is no live foal guarantee for vitrified embryos. \_\_\_\_\_ mare owner initials.

8. Color Guarantee. We do not offer a color guarantee on APHA or ApHC mares.

9. Genetic Testing. The above stallion is N/N for HERDA, HYPP, GBED, PSSM, MH, IMM, OWLS. The above stallion is a carrier of the W20 gene.

10. Futurity or Donated Services. Any donated, gifted or retained breeding is subject to a \$500 booking fee. List applicable donated program \_\_\_\_\_

11. Certificate and Multiple Foals. Upon notification of birth of a live foal and full payment of all fees and expenses and the performance of all other obligations of Mare Owner under this Agreement, Leier Performance Horse shall issue one breeder's certificate to the Mare Owner. Should more than one embryo or foal result from a breeding, Mare Owner, shall pay an additional breeding fee, including the booking fee, for each embryo or resulting foal. Such payment shall be due within 60 days of breeding if embryos are flushed from the Mare or upon 60 day pregnancy check when frozen embryo is implanted. Late notifications and late payments of the breeding fee may incur an additional \$1000 late fee in order to receive a breeder's certificate. Failure to report an additional embryo could result in denial of a Breeders Certificate. Breeders Certificates will be released online. In the event an embryo is sold, the live foal guarantee will be null and void. It is strongly recommended that embryo insurance is purchased. \_\_\_\_\_ mare owners initials.

12. Substitution. If the Stallion dies, is unavailable, is sold or becomes unfit for service, and the Mare is not in foal, this Agreement shall become null and void and the breeding fee will be returned, less the booking fee and other expenses incurred to date. Alternatively, if frozen semen for the Stallion exists and is available, Leier Performance Horses may, at its discretion, make it available to the Mare Owner pursuant to the terms and conditions for

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shipped frozen semen. If the Mare dies before being settled, another mare may be substituted only upon express written consent of Leier Performance Horses.

**13. Miscellaneous.** It is further agreed: (a) this Agreement constitutes the entire agreement between both parties hereto and there are no binding agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein; (b) this Agreement cannot be amended except in a writing executed by all parties hereto; (c) this Agreement may not be assigned or transferred in any manner, absent the express written permission of Leier Performance Horses; (d) this Agreement shall be governed by the laws of the Commonwealth of Texas and shall be binding upon their heirs, personal representatives, successors, agents and permitted assigns of the parties; (e) all actions concerning this Agreement shall be instituted in the Grayson County Circuit or Superior Courts, Gordenville, Texas, and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts; (f) Mare Owner acknowledges that failure of Leier Performance Horses to require performance of any provision of this Agreement shall not affect Leier Performance Horses' right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default of a waiver of the provision itself; (g) the person executing this Agreement on behalf of the Mare Owner is fully authorized to execute this Agreement on behalf of Mare Owner; (h) should it be necessary for Leier Performance Horses to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, Mare Owner shall pay all attorney fees, paralegal fees, accountant fees and any other costs or expenses incurred by Leier Performance Horses; (i) Mare Owner acknowledges that Leier Performance Horses acts solely as the agent of the Stallion, and Leier Performance Horses will be bound by the terms of this Agreement only for so long as Leier Performance Horses is designated as the agent of the Stallion; (j) both parties agree that at no time will any damages ever be awarded in any amount greater than the original stallion service fee, rebreed fee or booking fee. \_\_\_\_\_ **mare owner initials.**

Mare Owner: \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Leier Performance Horses, the Stallion's Authorized Agent

By: \_\_\_\_\_ **Leier Performance Horses** \_\_\_\_\_

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## Semen Shipping Information

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Does UPS service this address on Saturday? \_\_\_\_\_ Yes \_\_\_\_\_ No

If no, Alternate Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please charge the following credit card for all remaining fees or deposits due along with a 4% service fee to release semen shipment

Name of Cardholder: \_\_\_\_\_

Billing Statement Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Card #: \_\_\_\_\_ Exp Date: \_\_\_\_\_

3 or 4 Digit Security Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_

### **Shipped Semen Box MUST be returned to:**

Keith Feister  
1346 Prairie Grove Rd.  
Valley View, Texas 76272

Email confirmation of shipment tracking # is required. If the Shipped Semen Box is not returned within 7 days of receiving shipment, a \$35.00 fee will be charged to the card on file.

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## How To Order Semen Shipment

All fees **MUST** be paid in full prior to ANY semen being shipped – **NO EXCEPTIONS**

For U.S. Shipments, text your semen request by 8pm CST the night before a shipping day.  
For Canadian Shipments, text us your semen request by 8am CST the day before a shipping day.  
You **MUST** make a shipment confirmation prior to 8am on shipping day.

Please include the Mare's Registered Name and Your Name in the text message. We will reply  
with a request confirmation.

We do not accept Email or Facebook requests for shipments.

**Text: Brandon Severin, Breeding Manager @ 206-359-1652**

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