

# Hickory Manor, LLC

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## Breeding Contract

This contract is made \_\_\_\_\_ (day/month) of 202\_\_ between Kimmy Risser/Hickory Manor, referred to as "Stallion Owner" and \_\_\_\_\_, referred to as "Mare Owner", for the breeding of the Mare \_\_\_\_\_,

To the stallion **Bandelero JSF**. Stud fee for the breeding to the named stallion is \$ \_\_\_\_\_ including a booking fee of \$300.

Mare Owner: \_\_\_\_\_

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

Town/City: \_\_\_\_\_

State: \_\_\_\_\_ Postal Code/Zip Code: \_\_\_\_\_

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

### Mare Information:

Mare's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Breed & Registration number: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Sire of Dam: \_\_\_\_\_

Mare's Color & Marking: \_\_\_\_\_

Studbook/Registry; the foal will be registered (Circle One): Oldenburg Verband, ISR/Oldenburg NA, Westfalen/RPSI, NAS, BWP, Other (Please Specify) \_\_\_\_\_

Last Date Foaled (or if currently in-foal): \_\_\_\_\_

1. This mare is booked by name and the booking is valid to this mare only. Neither booking nor the return privilege can be transferred or sold without written permission from the stallion owner.
2. A photo clearly showing the conformation of the mare and a copy of her registration papers must accompany this document. Stallion Owner reserves the right to refuse any mare service for any reason, with or without explanation. If stallion owner exercises this right this contract and any payment sent will be returned within 30 days of receipt.

3. The Mare's health condition is the responsibility of the Mare Owner. The Mare Owner will insure that the mare is in sound breeding condition. We recommend that mare owner's vet will examine and assess your mare's breeding soundness, and your mare should have a negative uterine culture and/or biopsy prior to breeding (but is not required). We expect you to follow your veterinarian's recommendation.
4. We recommend that the mare owner vaccinate the mare for Rhinopneumonitis (Equine Herpes Type 1) at 5,7, and 9 months of pregnancy. The mare owner shall also insure that the mare is kept in proper condition, and be kept up to date on all worming and all other vaccinations.
5. We strongly recommend that the above named mare be checked for pregnancy and ultrasounded by a veterinarian 14-17 days post breeding. The mare should be re-checked between 28-35 days for pregnancy. The Mare owner must inform stallion owner of the above named mare's pregnancy status by day 55.
6. Should 3 timely inseminations that do not achieve a pregnancy occur, mare owner agrees to A): substitute the mare and/or B): substitute the vet/clinic used. Before a 4th shipment will be sent, mare owner agrees to provide proof of a current "negative" culture & cytology and proof of a favorable uterine biopsy. Stallion Owner requires a clean culture and cytology for mares that have failed to become pregnant in the prior year, but strongly suggest using the practice in any breeding situation.
7. The full stud fee of \$ \_\_\_\_\_ (includes \$300.00 non-refundable booking fee for current year) must be received before any semen will be shipped. Please make the payments via money order, PayPal, Zelle, personal cashier's or certified check.
8. The stallion stud fee includes the booking fee; first collection, disposable container or equitainer deposit and shipping fees responsibility of mare owner. The Collection fees , disposable container or equitainer deposit, plus shipping fee will be charged for each additional collection, payment is due prior to the shipment of semen. Collections are to be done by the vet and the mare owner will be billed at the veterinarian clinic's rate. It is responsibility of mare owner to confirm collection charge AHEAD of time.
9. The semen will be shipped fresh cooled in a high quality disposable container, or equitainer. The cost for the disposable shipper is billed by vet clinic per collection, and does not need to be returned. If an equitainer is used (due to hot weather or request of mare owner), a refundable deposit will be required.
10. Shipping cost via UPS or Federal Express will be charged to the Purchaser. A UPS or Federal Express account can be provided to cover these costs. The mare owner can also pay the shipping deposit, or provide payment to stallion owner and stallion owner will use their UPS or Fedex account, which may have a lower rate
11. **\*\*\*UPS or Federal Express Account # \_\_\_\_\_**
12. Stallion Owner agrees to provide fresh cooled semen in viable condition from the above named stallion at the time of delivery, to the Purchaser at the approved address. Stallion owner is not responsible for any semen shipments that are lost, delayed or damaged during transport. This semen must be administered by a licensed veterinarian or by a breeding technician approved by stallion owner on the day of delivery, or the LFG and the contractual obligations may not apply.
13. The semen shipment from the above named stallion is to be used only on the mare named in this contract. If the semen is used on a mare other than the above named in the contract, the full-posted stud fee of the stallion and contract is due immediately
14. Semen is planned to be collected Monday-Friday as possible March 1 -August 1. If the Purchaser requires semen before or after our normal season, please contact stallion owner. We will try to accommodate mare

owners whenever possible. For same day shipments, mare owner will be charged additional courier fee to the airport.

15. The Purchaser must contact stallion owner for semen shipments 24 HOURS PRIOR to the day of the requested semen shipment. For semen shipments placed after the 24 hour time period, we will try to fulfill them, but we cannot guarantee them, and they may be subject to a rush order fee. Semen orders will be filled in the order in which they are received, our standard semen shipment includes, but does not guarantee, 2 doses.
16. Purchaser understands that the stallion or stallion owner may be away from the farm during the breeding season and will not always be available for collection. It is the Purchaser's responsibility to contact the farm for dates the stallion will be available for collection. Stallion Owner will make every attempt to publish the schedules to the Purchasers well in advance.
17. The Purchaser assumes all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare what ever by death, disease, injury, infection or otherwise, and by any cause whatever, including inappropriate, untimely, or negligent insemination or failure of insemination and therefore releases, discharges, indemnifies and hold harmless stallion owner, employees and agents from any and all damages associated therewith.
18. The Purchaser agrees that no embryo transplants from the above named mare using semen from above named stallion are to be done without the prior written permission of stallion owner.
19. If the mare fails to conceive during the breeding season the Purchaser is entitled to a return breeding the following year. Please inform stallion owner by no later than October of the above named year as to whether or not your mare is in foal or not. A vet certificate is required. This report must be sent to stallion owner, so that the Live Foal Guarantee and return breeding will be honored. It will be the Purchaser's responsibility to pay the booking fee, new seasons collection, transportation and deposit fees.
20. Live Foal Guarantee: If the mare, after being checked in foal, aborts or does not produce a live foal that can stand and nurse on its own, and survive 30 days after birth, the Purchaser is entitled to a return breeding in the following year. It will be the Purchaser's responsibility to pay the booking fee, collection, transportation and deposit fees. A veterinary certificate is required within five (5) days from the date of death and/or examine. Otherwise the LFG is Null and void.
21. Please send a photo of foal, within 3 months of birth, to stallion owner. Said photo may be used for any marketing purposes for above mentioned stallion.
22. It is agreed that should the stallion be sold, die or be unable to produce viable semen, Stallion owner will substitute frozen semen (max 2 doses) from the above named stallion. Maximum time limit on this contract is two (2) years.
23. No paper work shall be issued to the Purchaser unless all fees have been paid.
24. A certificate of service will be issued to the mare owner once all fees have been paid in full, and once the stallion owner receives notification of the birth of the foal.
25. Interest will be charged at a rate of 3.0 % monthly on all balances owing after 30 days.
26. This contract shall not be transferred.
27. Mare owner understands that the above named stallion has been confirmed as a carrier for WFFS (Warmblood Fragile Foal Syndrome). It is strongly recommended that the mare owner have their mare

tested for WFFS to insure an effected foal is not a possibility. If your mare is negative for WFFS, there is zero risk of having an effected foal but 50% chance of the foal acquiring the gene (carriers have no known effects on health or performance). Please contact stallion owner for additional information or questions.

28. Mare owner agrees that this contract shall be governed by the laws of the State of KY and any law suit or action brought about by or against the stallion owner shall be filed and heard in the County of Bourbon, State of KY (or present county of stallion owner). If legal action is necessary to interpret any of this contract or to recover any costs of any suit or action, reasonable attorney's fees, etc., all costs will be the responsibility of the mare owner.

\_\_\_\_\_ **TOTAL FEES PAID (see fee list)** Unused money remaining from deposits will be returned at the end of the breeding season,

**Semen shipped to (if other than Purchaser's)**

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

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

Town/City: \_\_\_\_\_

State/Province: \_\_\_\_\_ Postal Code/ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**Stallion Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Purchaser:** \_\_\_\_\_ **Date:** \_\_\_\_\_