



## 2025 BREEDING CONTRACT AINT STOLI NOTHN YET

This Breeding/Stallion semen Contract is for the 2025 breeding season. This Agreement is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between MSJ SALES & MARKETING LLC DBA TILLY JENSKI PERFORMANCE HORSES (herein referred to as "Stallion Owner") and the undersigned Agent, Mare Owner or Lessee of the mare (herein referred to as "Mare Owner"):

I. **Engagement:** Mare Owner hereby engages one breeding service to **AIN'T STOLI NOTHN YET ("Stallion") AQHA # 6181461** for the mare ("Mare") listed below for the 2025 breeding season commencing on **Jan 1, 2025, and ending on June 30, 2025**, with a **LIVE FOAL GUARANTEE**. The Mare Owner agrees that the Mare shall be in sound breeding condition and free from infection or disease.

**Mare's REGISTERED Name:** \_\_\_\_\_ **Barn Name** \_\_\_\_\_

**Registration #** \_\_\_\_\_ **Association** \_\_\_\_\_

**ATTENDING VETERNIARIAN** \_\_\_\_\_

**CLINIC** \_\_\_\_\_

**CLINIC/VET PHONE NUMBER** \_\_\_\_\_

**CLINIC SEMEN SHIPPING ADDRESS:**

\_\_\_\_\_

**Registration Papers:** A legible copy of the Mare's registration papers is required with the signing of this Contract

**HEARTBEAT & Foaling Results** must be reported to Stallion Owner by EMAIL TJENSKIHORSES @gmail.com

I. **Breeding Services and Shipping Fees:** All fees will be paid to Stallion Owner and respective clinic prior to any shipment.

- a. Stallion Breeding Fee 2025 \$850.00 due before shipping
  - i. Cooled Semen (DESERT PINES EQUINE CENTER – Dr. Darla Moser )
  - ii. Chute Fee for Fresh cooled semen \$50.00 (*First Chute Fee INCLUDED in Stallion Breeding fee - with the exception of auction breedings*)
- b. DESERT PINES EQUINE FEES (FRESH COOLED SEMEN)  
*all fees below to DPE*
  - i. Stallion Collection \$384
  - ii. Shipping will be at cost \*approx. ~ \$150 depending on type of overnight chosen/location  
If needed; Counter to Counter: \$125 /Airport Courier: \$100
- c. Donation / Auction Breeding
  - i. Chute Fee \$100 per collection first chute fee; \$50 thereafter

### III. BREEDING INFORMATION

- a. Before ordering semen, we highly recommend a Cytology & Culture be performed. If a third (3RD ) semen shipment is needed we will require these two tests be done and proof be emailed to STALLION veterinarian before semen is shipped.
- b. Mare owner must notify Stallion Owner of pregnancy status once a heartbeat has been detected. Mares with unknown status will not be included on Stallions Breeding Report. Any mare not ultra-sounded 14-20 days after being bred will make "Live Foal Guarantee" null & void.
- c. Breeders Certificate will be issued for the foal, conceived by this mating, when stallion fee and all other expenses have been paid in full and when the mare has produced a live foal by this mating. Mare Owner must contact the Stallion Owner when the mare foals. This contract provides 1 (one) Breeder Certificate.
- d. Stallion Owner will always try to have stallion available for fresh cooled semen. However, in the event Stallion is not available (in competition for example) Mare owner understands that Frozen Semen will be used instead.
- e. Contracts / Breedings are non-transferable. Written consent required for mare changes.

**f. Foaling Results** must be reported to Stallion Owner by EMAIL [TJENSKIHORSES@GMAIL.COM](mailto:TJENSKIHORSES@GMAIL.COM))

### IV. COLLECTION INFO \*\*IMPORTANT PLEASE READ

- a. **DESERT PINES EQUINE (FRESH COOLED SEMEN) Stallion collection days are Monday, Wednesday and Friday during the season stated above from 6am-10am. If an emergency collection is needed on a non-collection day it is \$750.00 and allowed only if available.**
- b. **All stallion collections will need to be requested the day prior to collection before 4:30pm PST.** On the weekends, please make sure to call the Dr on emergency through the answering service to ensure the collection is confirmed and not missed. PH: 702-645-2247
- c. **All collection cancelations will need to be made prior to 6am PST the day of collection. If it is after hours or the weekend, please make sure to speak with the on-call doctor through the answering service so this message is not lost.**
- d. The mare owner will need to provide our office with the shipping address and best number in case of emergency for shipping. A credit card will need to be given prior to collection so all paperwork can be completed.
- e. DPE will ship either FedEx/UPS first overnight or priority overnight depending on the mare owner or veterinarians' choice, financial concerns, and shipping location.
- f. DPE will Also send via counter to counter depending on flight and cargo availability, with Southwest Airlines being the primary choice.
- g. Extra doses will NOT be held back for private sale, so need to have ordered by the day before.
- h. DPE will require that each stallion be collected once "blowout" prior to the first collection request for better quality semen.
- i. DPE is not responsible for any delays or lost shipments.

**V. Live Foal Guarantee:** Stallion Owner guarantees that a single live foal will result from the breeding privileges granted herein. The term "live foal" means that one foal resulting from breeding stands alone, nurses, and lives for twenty-four (24) hours. It is understood that if the Mare proves barren, aborts her foal, or if the foal is stillborn, a return breeding will be guaranteed the following year only, providing proper notification is given as defined below:

- a. Written certificate by a licensed veterinarian within 48 hours that the Mare absorbed, aborted, or produced a non-viable foal.
- b. Mare Owner verifies in writing that such abortion or death did not result from any act or omission on the part of the Mare Owner.

VI. Multiple Foals: It is agreed to by the Stallion Owner and the Mare Owner that only one foal will be registered for each breeding that is secured with this contract and that the semen received will only be utilized on the Mare named above. It is the intent of the Stallion Owner that only one mare per Contract be inseminated with transported semen.

a. When utilizing Embryo Recovery and Transfer, should more than one embryo result from a breeding, Mare Owner agrees to pay an additional Stallion Fee (\$850.00) upon confirmation of a 45 day pregnancy in order to receive a breeding certificate for additional foals.

VII. Rebreeds: If the mare does not produce a live foal the first breeding season, the mare owner is entitled to a rebreed the following year only. Fees will apply as detailed in section II-V. If the mare owner fails to return the mare for breeding season following the initial contract, then the right to rebreed is cancelled and the stallion owner is released from further obligation. Re-breeds require cytology & culture (see section 1a) **Rebreed Fee** (For Live Foal Guarantee) \$250

VIII. Substitutions: If the Stallion dies, is sold or becomes unfit for service during the breeding season, and the Mare is not in foal, this agreement shall become null and void. The Breeding Fee (less the Booking Fee), if paid in full, will be refunded OR TRANSFERRED to a different stallion owned by Stallion Owner to the Mare owner only if the Stallion dies AND the Mare proves barren or does not produce a live foal. For no other reason than the Stallion dying will money be refunded.

If the Mare dies or becomes unfit for service, another mare may be substituted only upon agreement modification by both the mare owner and STALLION OWNER

IX. Litigation: Any litigation that may result from this Contract must take place in CLARK COUNTY NEVADA. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of the State of NEVADA. All objections to the venue are waived.

X. Binding Arbitration The parties hereto agree to refer the following matters and responsibilities to the Arbitrator: In the event that there are any disputes or controversies that arise between the parties pursuant to the terms of the aforesaid Agreement, then the parties are waiving the right to litigate these issues in court and instead elect to have these disputes resolved through arbitration.

The parties agree that any disputes are to be arbitrated through the American Arbitration Association and that the parties agree to abide by the rules of the Commercial Arbitration Rules of the American Arbitration Association

Wherefore, it is agreed that all claims and disputes arising or relating to the Agreement are to be settled by binding Arbitration in Nevada. Said arbitration is to be resolved through the Commercial Arbitration Rules of the American Arbitration Association and the parties agree to abide by these rules.

Any decision or award resulting from, such arbitration shall be issued in writing, and the arbitrator shall be mutually selected pursuant to the Commercial Rules of the American Arbitration Association. Any arbitration award may be confirmed in a court of competent jurisdiction.

XI. Waiver of Liability MSJ SALES AND MARKETING LLC their employees, officers or veterinarians shall be held liable and shall be released and held harmless from any and all claims, causes of actions, expenses and damages of any nature resulting from or relating to any escape, accident, injury, sickness, disability and/or death of mare/or foal as well as any exercises of judgment by the released parties in connection with the custody and care of the mare and/or foal.

XII. Liquidated Damages: Should any dispute arise that is not otherwise governed or covered by a provision in this contract, including but not limited to, a dispute alleging that Stallion Owner has breached this Breeding Contract, the parties hereby specifically agree that damages, expenses, costs and fees including attorney's fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of \$2,500.00 and subject to section X. Binding Arbitration.

XIII. Contract: This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract. Additional agreements must be individually initialed by the parties. When Mare Owner and Stallion Owner sign this Contract, it will be binding on both parties, subject to the above terms and conditions.

**MARE OWNER(S)**

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

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

HOME Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

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

**STALLION OWNER**

Printed Name: MSJ SALES & MARKETING LLC /TILLY JENSKI PERFORMANCE HORSES

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## IMPORTANT CONTACT INFORMATION

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### **FRESH COOLED SEMEN – DESERT PINES EQUINE LAS VEGAS NV**

Dr. Darla Moser – Equine Surgeon & Reproduction Specialist

[DMOSERDVM@desertpinesequine.com](mailto:DMOSERDVM@desertpinesequine.com)

### **Desert Pines Equine Medical & Surgical Center**

<https://desertpinesequine.com/>

5000 N. Jones Blvd. Las Vegas, NV 89130

PH: 702-645-2247 FAX: 702-645-4694

### **STALLION OWNER:**

TILLY JENSKI – LAS VEGAS

702-533-7799

[tjenskihorses@gmail.com](mailto:tjenskihorses@gmail.com)

### **PAYMENT INFO CHECKS:**

8745 FOUR VIEWS ST LAS VEGAS NV 89143

### **VENMO:**

@TILLY-JENSKI

I LOOK FORWARD TO WORKING WITH YOU!

TEXT IS BEST WAY TO GET AHOLD OF ME, *PLEASE CALL IF I DO NOT REPLY.*

YOUR MARE IS A VIP IN MY BOOK!

XO TILLY & “CHIP” 