



## 2023 Quiberon Breeding Contract

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

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

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Mare's Name:** \_\_\_\_\_ **Breed:** \_\_\_\_\_

**Registration #:** \_\_\_\_\_ **Color:** \_\_\_\_\_

**Sire of Mare:** \_\_\_\_\_ **Dam of Mare:** \_\_\_\_\_

**Mare's DOB:** \_\_\_\_\_ **Dam Sire of Mare:** \_\_\_\_\_

### Where would you like your semen shipped to?

Semen will be shipped via Fed-Ex so please include a Fed-Ex number if you have one.

**Fed-Ex Account #:** \_\_\_\_\_

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

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

**City, State and Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Please include a photo and a copy of the mare's registration papers**

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, between Payne Equestrian LLC, hereafter referred to as the Stallion Owner and \_\_\_\_\_, hereafter referred to as the Mare Owner/Agent. In Consideration of the mutual promises contained herein, the parties agree as follows:

- 1). The mare owner/agent shall pay the stud fee of \$1,500, which includes a non-refundable booking fee of \$250. The booking fee of \$250 is paid upon the execution of this contract, with the balance of \$1,250 due and payable before the first provision of service to the mare, or by June 1<sup>st</sup> of the year of the signed contract whichever comes first. If DPEquestrian agrees to provide FROZEN, breeder agrees to cover collection fee of \$289 and shipping from the veterinary clinic to their facility.
- 2). Mare owner is responsible for paying for and arranging all shipping fees with Southern Equine Veterinary Services, Aiken, SC (803-644-1544).
- 3). The mare owner/agent shall provide a copy of the mare's papers and photo and video if available with this contract, scanned copy is sufficient, to doug@pe3s.com. This mare is subject to acceptance by the stallion owner. If the mare is not acceptable to the stallion owner, at its sole option, Payne Equestrian LLC shall return the booking fee to the mare owner and this contract will be null and void.
- 4). Mare must be examined by a licensed veterinarian no later than 60 days after the last day inseminated and the Stallion Owner notified at this time as to the pregnancy status of the mare. The mare owner/agent shall be entitled to re-breed the mare ONE additional time, for a maximum of two years.
  - a). The mare owner agrees to use the FROZEN (or when applicable, FRESH COOLED) shipped semen only on the mare named above in this contract. All left-over semen will be destroyed.
  - b). The stallion owner agrees that should the said mare not check in foal, or loses the pregnancy, the stud fee will be carried forward to the next breeding season for a maximum of two years from the original contract. The mare owner must provide a veterinary statement to the fact. If the mare lost her foal, this statement must also state that the mare was properly cared for. Proper care shall include, but not necessarily be limited to, proper feeding and nutrition, regular deworming with products approved for pregnant mares, vaccinations that are customary in the mare owner's geographical area, and proper intervention during foaling if necessary. In addition, the mare has to have been properly vaccinated against Rhinopneumonitis.

5). If the mare is not covered or bred within two years of the original signed contract, the contract will be null and void and no refunds, rebreedings, or fees will be returned/given to the mare owner. The non-refundable booking fee will be recharged each year this contract is carried forward. This will renew the contract for one additional year, starting from January 1<sup>st</sup>.

7). All billing statements shall be paid within 10 days of the billing date. Balances outstanding after the due date are subject to finance charges at the rate of 1.5% per month. In addition, if the mare owner fails to pay any amount due hereunder for more than 30 days after the billing date, Payne Equestrian LLC is not obliged to perform further under the contract until all past-due amounts have been paid.

8). There may be times during the breeding season that the above chosen stallion will not be available for breeding, due to show schedule or other unforeseen circumstances. In this case, Payne Equestrian LLC, at its option and the mare owner’s approval, will either offer frozen semen, or fresh semen from the chosen stallion at a later date. In case of death of the chosen stallion, Payne Equestrian LLC will offer, frozen semen assuming supplies remain. If not a refund of fees will be offered.

9). The mare owner/agent shall assume all responsibilities for the condition of the mare and shall bear all risk of loss or damage to the mare whatsoever by death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination. The mare owner/agent therefore holds harmless Payne Equestrian LLC, its owners, employees, agents, and officers from any liability for any and all damages associated therewith.

10). The mare owner agrees to pay all collection costs, including attorney fees, court costs, necessary travel expenses, postage or express mail fees, etc. necessitated or reasonable incurred by Payne Equestrian LLC or collection agency in their attempts to collect any amounts due hereunder or enforce the term hereof. This clause shall allow collection of said funds whether or not the suit is filed.

I, the undersigned owner or agent of the mare named \_\_\_\_\_, do hereby acknowledge having read, understood and agreed to the terms and charges set forth herein.

\_\_\_\_\_  
MARE OWNER/AGENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Payne Equestrian LLC - STALLION OWNER

\_\_\_\_\_  
Date