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EARLY STALLION BREEDING SERVICE CONTRACT

PLEASE CHECK ONE OF THE FOLLOWING

SHIPPED COOLED SEMEN _____

RANCH/ ON-SITE BREEDING _____

1. I hereby agree to breed my mare _____, Reg. No. _____ to the stallion **DUAL DELTA REY** for the 2024 season at \$1000.00. I also agree to pay \$400.00 chute fee to War Ponies. Chute fee must be paid in full before any shipments can be made. Mares bred on site will require a paid Chute Fee in advance of breeding. The non refundable semen collection fee is in addition to the Stallion Fee and is made payable on execution of this document. **ALL TRANSIT MARES MUST PAY THE ENTIRE STALLION SERVICE AND CHUTE FEE UP FRONT BEFORE THE MARE WILL BE BRED.**

2. The breeding season will begin in February and continue until July in accordance with the schedule set forth by War Ponies, LLC.

3. If mare is bred on site, I agree to pay all board charges (\$25.00 per day) and veterinary expenses that are not included within the Chute Fee before the Mare is released from War Ponies, LL and War Ponies, LLC may breed and treat this mare however deemed appropriate to complete this agreement. I understand that the Chute Fee will cover all rectal palpations, rectal ultrasounds, semen collections and artificial insemination for (2) cycles necessary. I am aware that all other medications and treatments will be at the Mare Owner's expense and Stallion owner is not held liable for any charges incurred while breeding my mare. I understand that War Ponies will diligently try to settle my mare, or produce a viable embryo for transfer, but if they are not able to War Ponies shall be held harmless. If necessary to breed a mare more than the allowed (2) cycles War Ponies and then bill Mare Owner for all services that were previously charged under the original Chute Fee as well as all other treatments and services performed. In the event that this situation does occur the Mare Owner will be notified prior to rendering services.

4. Diligent effort will be made to settle each mare. However, if for any reason the mare does not settle, the Mare Owner will not hold the Stallion Owner or his representatives liable. The Mare Owner is entitled to one return breeding the following year. **The rebreed is good the following year only, providing the Stud Fee has been paid in full.**

5. The Stallion Owner does not offer a Live Foal Guarantee for any mare boarded on the Stallion Owner's premises unless the mare has been pregnancy-checked, and is found to be pregnant by the Stallion Owner's veterinarian prior to leaving the premises. **IF THE MARE LEAVES BEFORE BEING PREGNANCY CHECKED, THEN ALL UNPAID BOARD, EXPENSES, AND BREEDING FEES COME DUE AND PAYABLE. THE STALLION OWNER MUST RECEIVE CONFIRMATION OF A PREGNANCY CHECK IN WRITING WITHIN 45 (FORTY-FIVE) DAYS OF OVULATION, OR THE LIVE FOAL GUARANTEE IS VOID.**

6. If the Mare fails to produce a live foal from the breeding privilege granted by this Agreement, the Mare Owner may rebreed the Mare (or a substitute mare mutually agreed upon by the Mare Owner and the Stallion Owner) during the subsequent breeding season. The Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this Agreement, without the prior written consent of the Stallion Owner. Any attempted assignment with out the prior consent of the Stallion Owner, will, at the option of the Stallion Owner, terminate this Agreement and release the Stallion Owner from all obligations hereunder. "LIVE FOAL" means that the foal resulting from the breeding stand and nurses without assistance and lives for 24 (Twenty-four) hours. This return breeding privilege is conditioned upon the Mare Owner giving the Stallion Owner written notice within 7 (Seven) days after foaling or aborting that the Mare did not produce a live foal. This notice must be accompanied by a certificate from the attending veterinarian that no live foal was born.

7. Embryo Transfer: I understand that is performed and multiple embryos are recovered during harvesting, I will be held accountable for the additional Stud Fee \$_____, within (60) days of confirming the pregnancy in order to receive a certificate of registration for the additional foals. If a conception from a multiple embryo harvest does not produce a live foal, after the Mare Owner pays for the additional Stud Fee(s), it is the Stallion Owners discretion to refund the Stud Fee for the additional conceptus or allow it to be counted as a rebreed for the following breeding season.

8. A photostatic copy of the Mare's registration papers must be returned with this contract. All mares arriving at War Ponies,

LLC must have a current coggins to accompany the mare or blood will be drawn to obtain a coggins certificate. No Exceptions! Any vaccinations needed for mare and or foal will be given accordingly by War Ponies LLC upon arrival. I agree that the Breeding Manager may have a veterinarian check my mare for normal breeding conditions and perform such other veterinary services as Breeding Manager deems necessary at Mare Owner's expense. Both mare's and foal's feet will be cared for on an as-needed basis at Mare Owner's expense. The owner recorded on the registration papers will be recorded on the Stallion Breeding Report.

9. Mares that are not halter broke will not be accepted. Aged mares that have been barren for (3) years will not be accepted.

10. **Waiver of Liability:** Mare Owner hereby waives any responsibility of Stallion Owner, War Ponies, LLC, and their respective representatives ("Released Parties") for accidents, sickness, or death to the mare and or foal. Mare Owner hereby agrees that Released Parties shall not be liable for any negligence or error and that Released Parties may exercise their judgment in supervising and caring for mare and foal. Mare Owner hereby agrees to obtain insurance or self-insure the value of the mare and foal, and hereby covenants not to sue Released Parties harmless from any loss related to mare and foal. WARNING: Under Mississippi law, an equine professional is not liable for any injury or the death of a participant in equine activities resulting from the inherent risks of equine activities.

11. The Stallion is bred to a full book of mares each year. This book is determined by the number of mares that the Stallion Owner anticipates being able to breed successfully during the breeding season. It is always the goal of the Stallion Owner to get the mare bred as soon as possible after her arrival to the facility. However, there may be times during the season when there are more mares in heat than can be bred on any given day. During these times the Stallion Owner must give priority to some mares over others. There are several factors that influence this decision. For example, priority is given to mares that are maintained at the facility, opposed to mares that are hauled in with a breeding follicle. The Stallion Owner will do all that is possible to minimize lost breeding cycles in mares.

12. **Shipped and Cooled Semen - On AVAILABILITY ONLY!**

This service is subject to the following conditions:

1. Stud Fee is due to War Ponies, LLC including the Chute Fee due to War Ponies, LLC and must be paid in full before any shipments of cooled semen will be sent.
2. It is understood that War Ponies, LLC charges as follows: The Chute Fee will include either two (2) on-site pickups, two (1) overnight FedEx delivered shipment. In the event that Frozen Semen is ever shipped the following charges may apply. The Chute Fee will include one (1) overnight FedEx Shipment.
3. Every attempt will be taken to deliver semen to mare owner in good condition, but once the semen leaves War Ponies, LLC they can not be held responsible for untimely delivery or condition of the cooled semen. I am also very aware that on-site mares will receive priority, and all shipped semen mares will be serviced on a first order basis if necessary. Therefore there is NO GUARANTEE that semen will be available for any specific date.
4. Shipped semen must be requested by 5:00 P.M. CST the day prior to semen collection and canceled by 8:00 A.M. CST the day of collection. If canceled after 8:00 A.M. CST charges will be incurred.
5. Mississippi Law governs this agreement, all of the terms and provisions of which are performable in Walthall County, Mississippi.
6. It is understood that, should the aforementioned stallion die or become unfit for services, the breeding or rebreed will be refunded.
7. It is understood that if the mare dies before producing a live foal or becomes unfit to breed before pronounced safe in foal, a substitute mare will be allowed for the current breeding season or the following season only. No Stud Fee will be refunded.
8. H.E.R.D.A. Guarantee - The guarantee provides that should the result of this contracted breeding develop H.E.R.D.A./H.E.R.D.A. (i.e. Herda Positive)- proper requested documentation must support this finding - War Ponies, LLC will allow a rebreed for another mare; the original mare/dam of the H.E.R.D.A. foal will not be accepted for this rebreed.

SIGNATURE OF MARE OWNER

NAME OF MARE OWNER

DATE

ADDRESS

CITY/STATE/ZIP

ACCEPTED (STALLION OWNER)

PHONE

EMAIL

BY:

VETERINARY/BREEDING FARM INFORMATION (for shipped semen)

Veterinary Clinic/Breeding Farm: _____
Veterinarian's Name: _____
Veterinarian Email: _____
Shipping Address: _____
City, State, Zip: _____
Office Phone: _____

CREDIT CARD AUTHORIZATION FORM

**CREDIT CARD INFORMATION (A CREDIT CARD MUST BE ON FILE PRIOR TO ANY PROCEDURES DONE)
****THERE IS A 3% FEE FOR CREDIT CARD PAYMENT AND AMEX ACCEPTED WITH A 4.5% PROCESSING FEE******

EMAIL FOR INSEMINATION FEEDBACK: _____
(An Email will be sent to this address 14 days after the shipment goes out for a pregnancy update.)

BILLING EMAIL: _____

Credit Card Type: _____ **Credit Card Number:** _____

Expiration Date: _____ **Security Code:** _____

Name on Credit Card: _____

Billing Address: _____

City/State/Zip: _____

Signature: _____ **Date:** _____

DO YOU AUTHORIZE WAR PONIES, LLC TO USE THIS CREDIT CARD FOR THE BREEDING FEE & FARM FEE?

PLEASE INITIAL: YES FOR BOTH _____, NO I WILL SEND A CHECK FOR FARM FEE _____

DO YOU AUTHORIZE WAR PONIES TO USE THIS CREDIT CARD FOR FUTURE SHIPPING CHARGES (IF NECESSARY)?

YES: _____ **NO:** _____