**BREEDING CONTRACT**

**AGREEMENT,** made this ,\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, between :

**NAME**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(hereafter MARE OWNER)**

**(please print)**

**ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CITY/STATE/ZIP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TELEPHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AND**

**CANDACE SHAUGER**

**dba GENESIS FARMS (hereafter SIRE OWNER)**

**P.O. Box 84**

**Bremen OH, 43107**

**RECITALS**

**The MARE OWNER requests breeding of the MARE named herein to the**

**SIRE named herein via fresh-shipped semen breeding, subject to the**

**provisions of this contract. THEREFORE, the MARE OWNER hereby**

**engages the services of SIRE OWNER and in consideration of the mutual**

**promises herein contained, the parties agree as follows:**

**SERVICES**

1. To breed the mare or jennet (circle one) named:\_\_\_\_\_\_\_\_\_\_\_\_\_(hereafter

Mare) Age\_\_\_\_\_\_; Breed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Registration No.\_\_\_\_\_\_\_\_;

Association\_\_\_\_\_\_\_\_\_\_\_\_\_; to the jack named **Desert Full Metal Jacket** (hereafter SIRE), N.A.S.M.D.A. Reg. ND 1481 owned by SIRE OWNER, during the 2022 breeding season. In consideration for this breeding, MARE OWNER agrees to pay the stud fee of $ 450.00, or JENNET OWNER agrees to pay $600.00 in full in Advance.

Additional charges to include $ 200.00 deposit for semen processing and shipment fees, plus $75.00 deposit on the shipping container. The shipping container deposit shall be refunded upon conclusion of the contract and immediate return of the shipping container.

Any fees remaining from the processing and shipping deposit will be

returned upon the conclusion of the contract.

 **TERMS**

2. MARE OWNER agrees that one signed and dated copy of this contract, the

stud fee, semen processing and shipment fee, and shipping container fee must

be submitted to SIRE OWNER to initiate the contract. No semen will be shipped

 until this term is met.

3. It is hereby understood and agreed that shipped semen shall be sent only to

MARE OWNER’S veterinarian:

VETERINARIAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE (24 HOUR)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. MARE OWNER agrees that all inseminations must be performed by a

currently licensed veterinarian with experience in equine artificial insemination, and that the mare will have a negative uterine culture completed prior to breeding.

MARE OWNER is solely responsible for having said veterinarian complete and

sign the attached Certificate of Insemination and Pregnancy Examination in order

to receive a Breeder’s Certificate from SIRE OWNER.

5. MARE OWNER acknowledges that the use of semen shipped to the MARE

OWNER that is administered to any mare other than the described and authorized

MARE of this contract, is considered theft by swindle and is punishable by the

laws of the State of Ohio.

6. MARE OWNER agrees that if SIRE is at a show or exhibition when MARE is

ovulating, then MARE OWNER shall wait until the next ovulation period for

shipment.

7. MARE OWNER agrees to have MARE ultrasounded at approximately fifteen

(15) days after she is bred, or palpated at between thirty-five (35) and forty-five

(45) days by a licensed veterinarian. Results of findings are to be documented on

the accompanying veterinary certificate of insemination and pregnancy exam and

forwarded to SIRE OWNER within seventy (70) days of insemination.

8. If MARE should fail to conceive by the second insemination, substitution of a

second mare in her place shall be at the sole discretion of the SIRE OWNER.

9. SIRE OWNER agrees that this contract does include a live foal guarantee.

Live foal means that the foal shall stand and nurse. It is understood that if the

MARE aborts her foal or if it is stillborn, a return breeding will be guaranteed the

following year providing the following conditions are met:

a. The mare must be vaccinated with Pnuemobort-K in the 3rd, 5th, 7th,

and 9th months of pregnancy.

b. Proper notification is given in the form of written certification by a licensed veterinarian within 7 days that the mare has slipped or produced a non-viable foal and that the above conditions regarding vaccination have been met.

c. A copy of both sides of the MARE’S registration papers must accompany

return of this contract. (In case of grade mares, a picture and complete

description is needed.)

10. SIRE OWNER agrees to refund the stud fee, any remaining semen

processing and shipment fee and shipping container fee (upon return of the

shipping container), within thirty (30) days of the death of either the SIRE or the

MARE, or if either become unfit for service prior to breeding the MARE, by

whatever means, and that this contract shall then become null and void. MARE

OWNER shall provide a veterinary certificate attesting to the same in order to activate this provision.

11. MARE OWNER does hereby certify that he/she is the MARE OWNER

named herein, or the duly authorized agent thereof, and as such has the authority to enter into this contract, as witnessed by his/her signature below. He/She herby certifies that he/she has read and understood the terms of this contract and the attached schedules, seeking legal advice if necessary to clarify any of these terms.

**Executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Ohio, one the day and year first above**

**written.**

**MARE OWNER or AGENT DATE**

**SIRE OWNER DATE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**