



## BREEDING CONTRACT FRESH CHILLED SEMEN

This contract dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ is between \_\_\_\_\_ herein referred to as Mare Owner(s) Schmersal Reining Horses, LLC. Mare Owner has engaged one service to the stallion No Smoking Required AQHA # 5570467 for the mare \_\_\_\_\_ Reg No. \_\_\_\_\_ for the breeding season, beginning February 2, 2024 and ending June 28, 2024.

The following conditions of service are mutually agreed between Mare Owner/Agent, named above and Schmersal Reining Horses, LLC. upon execution of this contract:

- 1 **Fees:** The Mare Owner/Agent agrees to pay a breeding fee of \$2000.00 (US Dollars). This includes a \$650.00 (US Dollars) NON-REFUNDABLE booking fee which is payable upon execution of this contract to SCOTTSDALE EQUINE REPRODUCTION CENTER (SERC). The balance of the stud fee \$1350.00 (US Dollars) is due prior to the first semen shipment payable to SCHMERSAL REINING HORSES, LLC. Mail payments to: Scottsdale Equine Reproduction Center 28150 N Alma School Parkway Suite 103-102 Scottsdale, AZ 85262. Donated breeding's are subject to a \$650.00 booking fee.
- 2 **Shipment Expenses:** The initial booking fee includes collection/shipping costs for the first shipment of semen. If additional shipments are necessary the Mare Owner will be charged for each shipment of semen and will be paid directly to Scottsdale Equine Reproduction

Center (SERC) in the amount of \$385.00 (US Dollars) for FedEx deliveries (\$425.00 US Dollars for Saturday deliveries), or in the amount of \$550.00 (US Dollars) for counter to counter shipments. This covers all costs associated with the semen shipping process, including lab and handling costs. No semen will be shipped prior to the collection/shipping fees are paid in full.

3 **Orders and Cancellations:** Collection days are: MONDAY, WEDNESDAY, FRIDAYS Mare Owner must give a minimum of 24 hours advance notice of semen collection to SERC and CONFIRM by 5PM MST the day prior to shipment by calling the Scottsdale Equine Reproduction Center (SERC) at 480-273-7759. Orders are to be confirmed or cancelled by 7AM MST the day of collection. Cancellations after this may be subject to a cancellation fee.

3 **Equitainer:** The Mare Owner understands that the Equitainer is the property of SERC and that the Mare Owner does not obtain rights to the Equitainer by virtue of this agreement. Should the Mare Owner fail to return the Equitainer within 5 business days after receipt, \$350.00 (US Dollars) will be charged to the Mare Owner to cover the cost of the Equitainer. The cost of returning the Equitainer is the responsibility of the Mare Owner.

4 **Condition of Mare:** The Mare must be in good physical and sound breeding condition and free of infection, and, except for maiden mares a negative intrauterine culture and cytology. The Mare Owner agrees to keep the Mare in good physical condition throughout pregnancy. The responsibility for conception is on the Mare Owner. Therefore, a qualified, experienced licensed veterinarian competent in the use and handling of chilled semen should perform the insemination. Schmursal Reining Horses, LLC. may refuse to ship semen if it believes the insemination is not proper or the mare is not healthy. Schmursal Reining Horses, LLC. Reserves the right to request a negative uterine culture and a uterine biopsy performed prior to shipment of semen. The Mare Owner agrees to comply with all requirements concerning the use and handling of chilled semen. The Mare Owner agrees to perform the insemination within twenty-four (24) hours of receipt of chilled semen.

5 **Chilled Semen Disclaimer:** Semen is shipped on a first call, first serve basis. Schmursal Reining Horses, LLC. makes no guarantee that cooled semen will be available for transportation on any specific day. Schmursal Reining Horses, LLC. makes no representation of warranties, expressed or implied, regarding the cooled semen delivered under this agreement, including and without limitation, representations or warranties that the cooled semen will safely reach the insemination point without losing its integrity, quality or other characteristics. Schmursal Reining Horses, LLC. also shall not be responsible for delayed, lost or mishandled

deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that cooled semen will be available at the time requested by the Mare Owner.

**6 Billing:** All fees shall be paid in full before chilled semen is picked up or shipped. Semen will not be shipped to any mare unless a current credit card number, expiration date and 3 digit security code is on file with SERC. In the event there are any other fees incurred, monthly statements shall be mailed for services herein provided and are due and payable upon receipt. Statements not paid within 30 days will be subject to a finance charge of 1.5% per month.

**7 Breeders Certificate:** A “Breeders Certificate” will be issued upon notification of the birth of the foal, only after all fees are paid by the mare owner.

**8 Live Foal Guarantee:** Confirmation of pregnancy by ultrasound starting at 14 days post ovulation continuing to the 45<sup>th</sup> day is REQUIRED TO MAINTAIN THE LIVE FOAL GUARANTEE. If ultrasound is unavailable, Mare Owner agrees to have mare checked for pregnancy by a licensed veterinarian within 30 days of insemination. Mare Owner agrees to provide the results of the ultrasound(s)/pregnancy exam(s) to Schmersal Reining Horses, LLC. no later than 30 days following the insemination.

A live foal is defined as a new born foal which stands and nurses without assistance. Should a live foal not be produced from this breeding a rebreed will be honored for the following year with a rebreed fee of \$500.00 (US Dollars). Rebreed privileges shall apply only if the Breeder is notified within seven (7) days thereof, and receives a veterinarian’s statement confirming death.

**Rebreed:** If the mare absorbs or aborts a pregnancy after having been checked in foal, or if the mare fails to conceive during normal breeding season, the Mare Owner is entitled to rebreed for the following breeding season only with a rebreed fee of \$500.00 (US Dollars). Rebreed privileges shall apply only if the Breeder is notified within seven (7) days thereof, and receives a veterinarian’s statement confirming absorption or abortion.

**9 Death of Mare:** If the mare dies, or is deemed unfit to breed, during the breeding season (a veterinarian report will be required as verification) a substitute mare, owned by the

same owner and approved by the Stallion Owner may be bred without any additional breeding fee, but will be charged the \$550.00 (US Dollars) booking fee. Transfers of fully paid breeding contracts to a new owner will be subject to a \$250.00 (US Dollars) transfer fee payable to Schmersal Reining Horses, LLC.

¶ **Death of Stallion:** The parties further agree that should the Stallion die or become unfit for breeding purposes, this contract shall become null and void and any money paid on the stallion fee, except the NON-REFUNDABLE booking fee, shall be refunded to the Mare Owner.

¶ **Non-Assignment:** Except with the prior written consent of Schmersal Reining Horses, LLC., Mare Owner may not assign or transfer this Agreement, in whole or in part, and any attempt to assign or otherwise transfer this Agreement shall be null and void.

¶ **Indemnification:** Mare Owner agrees to indemnify, release and hold harmless Schmersal Reining Horses, LLC., its agents, employees and assigns, from any and all claims, demands, actions, suits, attorney's fees and costs, obligations or liabilities of any kind, known or unknown, in any way related to or arising from the Mare or the breeding or insemination of the Mare.

¶ **Governing Law, Jurisdiction:** The terms of this Agreement shall be interpreted in accordance with the laws and regulations of the State of Arizona, and any dispute that might arise with regard to the subject matter addressed herein shall be resolved in *Maricopa County, Arizona only*. Mare Owner hereby submits to and consents to personal and subject matter jurisdiction in the State of Arizona and, in particular, venue in *Maricopa County*. The parties hereby agree to first seek to resolve any disputes by mediation using a mediator familiar with both the applicable law and the customs and practices of the equine industry.

A COPY OF THE REGISTRATION PAPERS MUST ACCOMPANY CONTRACT. OWNER RECORDED ON REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

**MARE INFORMATION**

Registered Name: \_\_\_\_\_ Nickname: \_\_\_\_\_

Registration Number: \_\_\_\_\_

**OWNER/AGENT INFORMATION:**

Mare Owner's name(s) as shown on breed registration papers: \_\_\_\_\_

Business/Ranch Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Numbers: Cell: \_\_\_\_\_ Home: \_\_\_\_\_

Office: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**SHIPPING INFORMATION:**

Name of Person Shipping to: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone Numbers:

Cell: \_\_\_\_\_ Home: \_\_\_\_\_

Office: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Will FedEx deliver to your shipping address on Saturdays? YES \_\_\_\_\_ NO \_\_\_\_\_

IF NO, PROVIDE ALTERNATIVE ADDRESS FOR SATURDAY DELIVERY OR SPECIFY FEDEX STATION WHERE YOU CAN PICK UP SHIPMENT:

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

FedEx Station/Airport (for same day shipments if needed): \_\_\_\_\_

**CREDIT CARD INFORMATION:**

Mare Owner's name(s) as shown on credit card: \_\_\_\_\_

Card Number: \_\_\_\_\_ Exp \_\_\_\_\_ VIN \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Numbers: Cell: \_\_\_\_\_ Home: \_\_\_\_\_

Office: \_\_\_\_\_ Fax: \_\_\_\_\_

**VETERINARIAN INFORMATION:**

Clinic Name: \_\_\_\_\_ Veterinarian: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Numbers: Cell: \_\_\_\_\_ Home: \_\_\_\_\_

Office: \_\_\_\_\_ Fax: \_\_\_\_\_