**RL Styling Rey – 2012 Sorrel Stallion**

 **Breeding Contract**

**Owners: Gary & Tracy Thede**

**Reinbeck, Iowa 319-239-6171**

This certifies\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein referred to as Mare owner, agrees on this \_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_,To breed the Mare:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year foaled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for one breeding to the Stallion: RL Styling Rey, AQHA # 5517380, for the 2021 breeding season. (Begins February 15 and will end June 30.) between Gary/Tracy Thede owners for the above named stallion, will herein be referred to as the Stallion owner and Abraham’s Equine Clinic (AEC) This service is engaged subject to the following:

 Stallion fee is $900.00 payable to **Tracy Thede, 2044 Tama Rd. Reinbeck IA 50669.**

$200.00 collection/insemination Fee for on-farm Mares (paid once per breeding season, other fees will/may apply: including but not limited to: mare care, medications, etc.

$175.00 per cooled semen pick up. (mare owner or representative will travel to AEC to pick up the collection for insemination elsewhere)

$325.00 per Cooled Semen Shipment – Priority Overnight (Includes collection and FedEx fees.)

$400.00 per Cooled Semen Shipment – Counter to counter. (Same day delivery: includes collection, courier and airline fee.)

Shipped semen fees are payable to Abraham’s Equine Clinic. 617 Dows Rd. SE. Cedar Rapids IA 52403 (Shipping rates are subject to change. Feel free to contact Abraham’s Equine Clinic at 319-366-6441 for full rates and mare care

\*\*Mare owner is responsible for returning the shipping container to AEC within 5 days of receiving it. The container may be shipped via FedEx or UPS Ground Service. Your credit card will be charged $25.00 if not returned within those 5 business days.

A request for a shipment of semen must be made to Abraham’s Equine Clinic at 319-366-6441 at least 24 hours before the shipment is required. Collection and shipping days are Monday, Wednesday, Friday.

A photo copy of both sides of mare’s registration papers shall be sent along with this contract. The owner recorded on the registration certificate will be the owner recorded on the Stallion Breeding Report. All fees shall be paid in full to be included on the Breeding Report.

Mare owner agrees that mare offered for breeding shall be in sound breeding condition and free from any infection or disease. Any mare certified by the attending veterinarian not to be in sound breeding condition shall not be bred.

Mare owner agrees that all semen shipped pursuant to this agreement is to be used for the sole purpose of insemination of the above named mare. Mare owner understands and agrees that other uses, such as insemination of any other mare is a breach of contract and will terminate all rights of mare owner and obligations of Stallion owner under this agreement.

Mare owner understands that they are solely responsible for all cost and expenses associated with insemination of the mare.

Mare owner agrees after 15 days of insemination to have the mare ultrasounded and checked for pregnancy. To make sure she is pregnant and has no twins and again after 23+ days for heartbeat.

The Stallion owner agrees to diligently try to settle the above named mare and shall have sole discretion of determining the best method of breeding such mare. If, however, the mare does not settle, the Stallion owner shall be held harmless. Failure by mare owner to have mare ultra-sounded for pregnancy status within 30 days of last breeding will void live foal guarantee.

Should the Mare fail to conceive after 3 heat cycles via artificial insemination with shipped semen from this Stallion, no subsequent shipment shall be sent within the current breeding season for that Mare. The Mare owner shall either haul the Mare to the Stallion site for evaluation and artificial insemination on-farm (AEC), or they shall substitute an approved mare during the current season or the following season. All charges from a season shall be paid in full before the closing of this contract for that year. Failure to do so will result in ineligibility of the Mare for rebreed services the following season. If the Mare owner has paid all necessary fees, and chooses to use the breeding the following year, the collection/shipment fees, as well as any on-farm breeding charges are still in effect.

Stallion owner is not responsible for shipment or collection failures. Stallion owner will use reasonable efforts to deliver semen shipments in accordance with mare owners request. However, Stallion owner cannot be responsible for delivery failures due to delivery service error, weather, war, acts of God or other circumstances beyond Stallion owners control. Mare owner agrees to hold Stallion owner, Stallion owner agents, employees, family members and contractors harmless for any damages occurring in connection with the failure of collection or shipment of semen. Stallion owner is not responsible for risks involved in breeding the mare and/or any genetic traits or conditions.

Live Foal Guarantee: Live foal means: The foal shall stand, nurse and live for 24 hours. It is understood that if the mare proves barren, aborts her foal, or the foal is stillborn, a return season will be guaranteed for the following year only, provided proper notification is given. Proper notification shall be defined as follows: Notification within 48 hours if mare aborts during her pregnancy or gives birth to a foal other than live foal, receipt of written certification by a licensed veterinarian within 7 days of the mare producing a non-viable foal. A substitute mare, accepted by Stallion owner may be used ONLY if original mare is deceased or deemed unfit for breeding by an accredited veterinarian. This contract is non-transferable and cannot be sold.

Live foal guarantee herein will be void and the Stallion owner released from liability if any of the following occur:

Mare is allowed to graze on Fescue pasture or fed Fescue hay during the last three months of pregnancy.

If breeding via shipped semen, Mare owner does not have veterinarian complete, sign and return a Certificate of Insemination and Pregnancy Examination to Stallion Owner.

If actions or inactions of Mare owner or that of Mare owner agents, employees, contractors, family members, including the failure to vaccinate mare. (This includes Yearly 5-way booster 4 to 6 weeks before delivery and EHV-1 in the 5th, 7th and 9th month of pregnancy).

Live Foal Guarantee will only apply to those mares that are certified in foal by a licensed attending veterinarian. Any Mare not confirmed will not be included in the Stallion Breeding Report.

A breeder’s certificate will be issued to the mare owner after all expenses have been paid in full and upon notification of birth of a live foal.

In the event the Stallion should die or become unfit for breeding purposes this contract shall be terminated and any money paid on the Stallion fee shall be refunded to the mare owner.

This contract is not valid unless completed in full. When the Mare owner signs and returns contract with breeding fee to Stallion Owner, it will become a binding contract on both parties, subject to the above terms and conditions.

In the event a dispute between the parties hereto, arising out of this contract, is submitted to a court of competent jurisdiction to arbitration, to mediation, or to any combination thereof for resolution, the prevailing party shall be entitled to all cost of such proceeding, including attorney fees. This contract shall be construed according to the laws of Tama County in the State of Iowa, to the exclusion of the laws of any other jurisdiction.

**Mare Owner Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Mare Owner Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Agent:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Work / Day Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Home Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**When are you planning on breeding your mare?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of facility/ Vet breeding your mare.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address / Phone where semen needs shipped.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Stallion Owner: Gary / Tracy Thede\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone: 319-239-6171\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Breeding Checklist

* Find a good reputable reproduction vet.
* Make sure your mare is in sound breeding health and free from any infections or disease.
* Shipped semen fee is to be paid to AEC at the time of ordering semen.
* Order semen 24 hours before. 10:00a.m. is cut off for shipping (central time) day of needing semen shipped. Counter to counter must be made 24 hours in advance to find flights. Please call Abraham’s Equine Clinic at 319-366-6441 to order semen.
* Have mare checked in foal at 15 days and 23+ for heartbeat. Mare owner must report back within 30 days of mare being bred or live foal guarantee will be null and void.
* Vaccinate mare to be bred 30 day prior to breeding with WNV, rabies and 5-way.
* Have mare on worming schedule and give all annual shots.
* Mare must be vaccinated for EHV-1 in the 5th, 7th and 9th month or live foal guarantee Will be null and void.