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**FOR OFFICE USE ONLY:**

Check/CC: \_\_\_\_\_ Contract #: \_\_\_\_\_

Date Received: \_\_\_\_\_

Breeding Fee Paid: \_\_\_\_\_ Farm Fee Paid: \_\_\_\_\_

**2023 STALLION BREEDING CONTRACT**

**GENERAL TERMS:**

1. BRAZOS VALLEY STALLION STATION LP (BVSS) hereby reserves one breeding to SHINING CD LIGHT AQHA Registration #5595002 (6 PANEL N/N) for the Mare \_\_\_\_\_, Reg. # \_\_\_\_\_, for the Breeding Fee of **\$2,000** plus *the Farm Fee of \$675* (Made payable to BVSS) during the 2023 breeding season, Feb 1<sup>st</sup> to July 15<sup>th</sup>. A Non-Refundable booking fee of **\$ N/A** will be due when returning signed contract (booking fee will be deducted from breeding fee).
2. If the Stallion should die or become unfit for service prior to the mare getting in foal, the Breeding Fee shall be refunded. Farm Fees are non-refundable.
3. Accounts will be billed monthly on or about the first of the month. Accounts are due in full on the 10<sup>th</sup> of the month. A finance charge of 1.5% per month on the unpaid balance will be added to all accounts, computed from the due date. **THE MARE AND/OR FOAL WILL NOT BE RELEASED BY BVSS UNTIL THE ACCOUNT IS PAID IN FULL.**
4. Should any foal which is born to the mare, pursuant to this contract, not stand and nurse, the Owner shall be entitled to a re-breed the following year only for this mare. **THIS RE-BREED SHALL APPLY ONLY IF BVSS IS NOTIFIED WITHIN ONE (1) WEEK OF THE DEATH OF THE FOAL. THIS NOTIFICATION MUST BE ACCOMPANIED BY A STATEMENT FROM A LICENSED VETERINARIAN, STATING THE CAUSE OF DEATH.** BVSS's sole liability and obligation for any foal that is born to the mare but does not stand and nurse, shall be the granting of a re-breed. Such breeding shall apply to the Breeding Fee only and only to the season immediately following the season set forth in this contract. The Owner shall pay Farm Fees for the mare, under the same terms set forth in this contract. If the mare proves not to be in foal as a result of this contract or if the foal does not stand and nurse, BVSS has the option to re-breed the mare the following year only. BVSS has the option to require that the mare be brought in-house for the re-breeding. All re-breeds must pay a Farm Fee that is applicable for that breeding season. 2nd year re-breeds will be at the discretion of the Stallion Owner, additional breeding fees may apply.
5. This contract provides for one (1) Breeder's Certificate. If multiple embryos are retrieved from one breeding, an additional breeding fee will be assessed. It will be the responsibility of the Mare Owner to notify BVSS of the number of embryos transferred. If multiple embryos are desired and it takes more than one breeding, an additional contract is required for each breeding. If Mare Owner desires to do a frozen embryo, it will be their responsibility to pay all nomination fees. It is also the Mare Owner's responsibility to notify BVSS when the embryo is frozen and when utilized. If ICSI procedure is used to produce multiple embryos, Mare Owner will need an ICSI Contract in place. If not reported by November 1st, mare owner will be responsible for all late fees.
6. TO OBTAIN A "BREEDER'S CERTIFICATE" YOU MUST NOTIFY BRAZOS VALLEY STALLION STATION LP OF THE BIRTH OF THE FOAL. CERTIFICATE WILL NOT BE ISSUED IF THE ACCOUNT HAS NOT BEEN PAID IN FULL. **THE STALLION OWNER IS RESPONSIBLE FOR SIGNING THE BREEDER'S CERTIFICATES.**
7. Mare owner shall hold Stallion Owner and BVSS harmless for any accident, injury, theft, disease, sickness, or death suffered by the mare and/or foal, or any other cause of action whatsoever arising out of or connected in any way with On Farm Breeding. This includes but is not limited to, any claims of damages, loss or injury that may occur to any person or personal property.
8. In the event of any injury or death to the mare and/or foal, the mare owner will look solely to his/her own insurance. In the event anyone assesses a cause of action against Stallion Owner on account of injury or death to the mare and/or foal, BVSS shall be held harmless from any such cause of action including cost of defending same.
9. If it should become necessary for BVSS to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due, the mare owner will pay BVSS all expenses and costs, including reasonable and necessary attorney's fees incurred by BVSS in enforcing this contract.
10. Any dispute related to this contract will be governed by the laws of the State of Texas and venue of any dispute arising from this Contract shall be in Erath County, Texas.
11. This contract is non-transferable nor assignable without prior written consent from BVSS.
12. All International Clients or US Clients must pay with US Funds via Credit Card (3% Surcharge for MC, VISA, DISCOVER or 4.5% for AmEX), Wire Transfer (\$50 Surcharge) or check from a US Bank account.

**ON FARM:**

1. **ALL CONTRACTS/PAPERWORK MUST BE IN BEFORE ARRIVAL.**
2. The Breeding Fee and Farm Fee must be paid prior to or upon mare arriving at BVSS. Mare owner must attach a copy of the mare's registration papers to this contract and provide all other information as requested.
3. If your mare will be an embryo donor, BVSS can perform the embryo flush and transport the embryo to a separate embryo transfer facility of the Mare Owner's choice. BVSS can also transport the mare as needed to the embryo transfer facility of choice. The Owner must make arrangements for such service.
4. BVSS will diligently try to settle the mare from Feb 1<sup>st</sup>, 2023, through July 15<sup>th</sup>, 2023. The Mare Owner agrees to allow BVSS ample opportunity to settle the mare, including specifically breeding the mare through at least three (3) heat periods. If for any reason the mare does not settle, the Mare Owner will hold BVSS harmless.
5. The Farm Fee is non-refundable. The Farm Fee includes all palpations, ultrasounds, routine inseminations, and record keeping for two (2) heat cycles. If the mare does not settle within the 2 heat cycles, then an additional fee of \$200 will be assessed for each additional cycle. Not included in the Farm Fee are board, breeding soundness exams, special insemination procedures, uterine treatments, hormone therapy, and diagnostic testing. These items will be billed monthly.
6. The Mare must be healthy and in sound breeding condition. The Mare must be halter broken.
7. A current (within 12 months) negative Coggins is required. Mares arriving without a current Coggins will be tested at the mare owner's expense at the time of arrival. Vaccinations, deworming and farrier history must be provided when the mare is delivered for breeding. Vaccinations must be current within 90 days and shall include Encephalitis, Tetanus, Influenza, Rhinopneumonitis, West Nile, Rabies and if required, Strep Equi (Strangles). Mares arriving with inadequate vaccination history will be vaccinated at the Owner's expense at the time of arrival. The mare shall be de-wormed monthly at mare owner's expense while at BVSS regardless of history.
8. BVSS veterinarians will check the mare for normal breeding conditions and perform other such services as BVSS, in its sole judgment, deems necessary and the Owner shall pay the expense for such services. These services include, but are not limited to, deworming, farrier service, hauling fees, treatment for uterine infection, treatment for cuts and abrasions, preventative measures and breeding soundness examinations including culture and biopsy.
9. The mare owner shall pay for the feeding, boarding and care of the mare and/or foal as follows:

**INITIALS:**

**SHIPPED SEMEN:**

- 1. ALL CONTRACTS/PAPERWORK MUST BE IN 72 HOURS PRIOR TO ORDERING SEMEN.**
- The Farm Fee includes the 1<sup>st</sup> shipment of semen via (1) Fed Ex Priority Overnight OR up to (2) Pick-Ups OR (1) Airline shipment (courier fees not included). If an air shipment is requested or required, the Mare Owner's credit card will be charged a \$200 courier charge. Fees for Additional shipments are as follows: Pick-up \$100; Priority Overnight Fed-Ex \$250; Airline \$200 airfare plus \$200 courier fee.
- Semen orders must be placed by 5 pm the day prior to shipment. Semen cancellations must be made by 8 Am of collection day.
- There is no guarantee of semen delivery within a certain time frame nor the quality of semen at the time of arrival. In the event of insufficient semen on a particular breeding day, BVSS will ship shipments on a first ordered, first serve basis.
- Depending on demand, mare owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available. If fresh semen is not available, mare owner has the option of receiving frozen semen if available. Fees for Additional frozen shipments via FedEx are \$300, Fees for Additional frozen semen Picked-up are \$150 (\$100 if Owner provides their own tank). Flights are not available when shipping frozen semen. Any unused frozen semen remains the property of the stallion owner and must be returned to BVSS at the mare owners' expense.
- DO NOT ORDER SEMEN VIA EMAIL, TEXTING OR ANSWERING MACHINE. YOU MUST TALK TO BVSS PERSONALLY TO ORDER SEMEN.
- ALL SHIPPING BOXES MUST BE RETURNED to BVSS, at the mare owner's expense within 5 days of shipment. There will be a charge of \$50 for shipping containers that are not returned.

**SHIPPED FROZEN SEMEN:**

- 1. ALL CONTRACTS/PAPERWORK MUST BE IN 72 HOURS PRIOR TO ORDERING SEMEN.**
- All shipments must be ordered by 5pm (CST) THE DAY BEFORE, semen cancellations must be made by 8am of collection day
- Frozen semen only will be available for this breeding contract. Farm Fees are non-refundable.
- The Breeding Fee and Farm Fee as specified above must be paid prior to the first shipment of semen. The Farm Fee includes the 1<sup>st</sup> shipment of frozen semen via (1) Fed Ex priority Overnight or up to (2) frozen semen pickups. Additional Fed Ex shipments are \$300 each, additional pickups are \$150 (\$100 if Vapor Shipper provided) and must be paid prior to shipment or pickup. No airline shipments are available for this contract.
- Mare owner's requesting frozen semen should expect to receive one dose. Any unused frozen semen remains the property of the stallion owner and must be returned to BVSS at the mare owner's expense.
- ALL VAPOR SHIPPERS MUST BE RETURNED TO BVSS at the mare owners' expense within 5 days of shipment. If the vapor shipper is NOT returned, mare owner will be charged for the FULL replacement value.
- DO NOT ORDER SEMEN VIA EMAIL, TEXTING OR ANSWERING MACHINE. YOU MUST TALK TO BVSS PERSONALLY TO ORDER SEMEN.

**CANADIAN SHIPPED FRESH/FROZEN:**

- 1. ALL CONTRACTS/PAPERWORK MUST BE IN 72 HOURS PRIOR TO ORDERING SEMEN.**
- All International Health Certificates (\$150) will be at mare owner's expense. Additional shipments are \$300 each for frozen. NO SHIPMENTS ON SATURDAYS OR SUNDAYS. Flights are not available to Canada.
- Fresh Semen Shipment fees are as follows: \$250 each for FedEx Priority International, plus Health Certificates (\$150) and must be paid prior to shipment.
- Frozen Semen Shipment fees are as follows: \$300 each for FedEx Priority International, plus Health Certificates (\$150) and must be paid prior to shipment.
- ALL shipments must be ordered by 5pm (CST) THE DAY BEFORE, semen cancellations must be made by 8am of collection day.
- Mare owner's requesting frozen semen should expect to receive one dose. Any unused frozen semen remains the property of the stallion owner and must be returned to BVSS at the mare owner's expense.
- Mare owner must attach a copy of the mare's registration papers to this agreement and provide all other information as requested. The mare owner agrees to use the semen shipped solely to breed the mare specified.
- ALL VAPOR SHIPPERS MUST BE RETURNED TO BVSS at the mare owners' expense within 5 days of shipment. If the vapor shipper is NOT returned, mare owner will be charged for the FULL replacement value.
- DO NOT ORDER SEMEN VIA EMAIL, TEXTING OR ANSWERING MACHINE. YOU MUST TALK TO BVSS PERSONALLY TO ORDER SEMEN.

**Check all boxes that apply:**

Carry:  ET:  ET Facility Choice: \_\_\_\_\_

On Farm:  On Farm Frozen:  Shipped Semen:  Shipped Frozen Semen:

Canadian Shipped Semen:  Canadian Shipped Frozen Semen:  Rebreed/Return:

**Comments:** \_\_\_\_\_  
\_\_\_\_\_

CONTRACT OWNER: \_\_\_\_\_ BVSS/AGENT: **Frank Merrill**

ADDRESS: \_\_\_\_\_ BVSS SIGNATURE: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_ ACCEPTANCE DATE: \_\_\_\_\_

PHONE#: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

CONTRACT OWNER/AGENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



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brazosvalleystation@gmail.com

ARRIVED: _____
WEIGHT IN: _____
COLLAR#: _____
LOCATION: _____

### 2023 ON FARM INFORMATION SHEET

**RETURN THIS FORM WITH BREEDING CONTRACT AND COPY OF REGISTRATION PAPERS**

Mare Name: \_\_\_\_\_ AQHA #: \_\_\_\_\_ AGE: \_\_\_\_\_

Contract Owner: \_\_\_\_\_ Billing Email Address: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Agent (Person Dropping off Mare) Name/ Phone: \_\_\_\_\_

**ALL BILLING SENT VIA EMAIL- PLEASE CHECK YOUR SPAM!!!!**

Show Mare \_\_\_\_\_ Stall Only \_\_\_\_\_ Pasture \_\_\_\_\_

STALLION: \_\_\_\_\_

Insurance Info: \_\_\_\_\_

Embryo Transfer: Yes No ET Facility: \_\_\_\_\_ Phone: \_\_\_\_\_

**OWNER IS RESPONSIBLE FOR HAVING RECIPIENT FACILITY ARRANGEMENTS COMPLETE PRIOR TO ANY EMBRYO TRANSFERS.**

6 Panel Results: \_\_\_\_\_ Coggins Date: \_\_\_\_\_

EWT Date: \_\_\_\_\_ West Nile \_\_\_\_\_ Flu \_\_\_\_\_

Rhino \_\_\_\_\_ Strep \_\_\_\_\_ Rabies \_\_\_\_\_

Last Farrier \_\_\_\_\_ Name / Number \_\_\_\_\_

Does this mare require Regumate: Yes No Pergolide/ Prascend: Yes No

Culture Date: \_\_\_\_\_ Culture Results: \_\_\_\_\_

Other Pertinent Mare Info: \_\_\_\_\_

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

Arrived With: \_\_\_\_\_

**ALL CONTRACT FEES, FARM FEES, AND ANY ADDITIONAL EXPENSES MUST BE PAID IN FULL PRIOR TO MARE DEPARTING FROM BRAZOS VALLEY STALLION STATION.**

**\*\*\* ALL PAPERWORK MUST BE SUBMITTED 72 HOURS PRIOR TO ORDERING SEMEN \*\*\***

## VETERINARIAN INFORMATION FOR SHIPPED SEMEN

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

Veterinarians' Name: \_\_\_\_\_

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

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

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

Office Phone#: \_\_\_\_\_ Cell Phone#: \_\_\_\_\_

NEAREST MAJOR AIRPORT: \_\_\_\_\_

## CREDIT CARD AUTHORIZATION FORM

**CREDIT CARD INFORMATION (A VALID CARD MUST BE ON FILE PRIOR TO ANY PROCEDURES DONE)**

**\*\*\*THERE IS A 3% PROCESSING 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 (MO/YR):** \_\_\_\_\_ **Security Code:** \_\_\_\_\_

**Name on Credit Card:** \_\_\_\_\_

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

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Do you authorize BVSS to use this credit card for the Breeding Fee & Farm Fee?**

Yes, Full Amount When Contract is Received

Yes, but Booking Fee Only

No, I will send a check

**Do you authorize BVSS to use this credit card for future shipping charges (If necessary)?**

Yes

No