

STALLION SERVICE CONTRACT

Christina Cate – 38147 Gilkey Rd. – Scio, OR 97374
Cell: (541) 619-4613 Email: cbar3horses@gmail.com

2024 Breeding Fee: \$850.00	Booking Fee	\$350.00
	Breeding Fee	\$500.00
	Additional collection/shipping	\$400
	Rebreed Fee (Only if re-breeding after 1 st year; Time & transportation to collect stallion)	\$150.00

I hereby agree on _____ to breed the mare _____,
(Registration # _____ - Year Foaled _____ - Color _____),
to the Stallion Bux Dunit Commando, Registration Assn and # AQHA #5746848, for the 2024 breeding season. The Stallion Fee is \$850.00 for one live foal. The Stallion Booking fee must accompany this signed contract and shall be payable to Christina Cate upon execution of this contract.

1. BREEDING SEASON: It is understood that the breeding season for the said stallion service under this contract begins on February 1st and terminates on July 31st (exceptions made on a case-by-case basis) of the same calendar year. These dates are subject to change at the discretion of the Stallion Manager. Mares not settled within said breeding season shall be carried over to the subsequent breeding season, as set forth in this agreement.
2. This contract is valid for the 2024 breeding season only. Mare Owners may not purchase this contract with the intent to use in a subsequent season. In the event of this contract being paid in full, and the mare not producing a life foal, a rebreed option shall be available. Any additional fees will be due at that time, and any difference in Stallion Fee is payable to the Stallion Owner.
3. The Stallion Fee stated above includes a non-refundable Booking Fee, which shall be payable upon execution of this contract. On-site Breeding Fees, Re-Breed Service Fee, Mare care, and semen for collection and shipping are additional to the Stallion Fee and shall be payable upon execution of this contract, as applicable.
4. All associated costs for semen shall be the responsibility of the mare owner at the fee stated above.
5. PAYMENT: Acceptable methods of payment to Christina Cate include cash, personal check, cashier's check, Venmo, or Facebook Pay. Payment must be cleared prior to services.
6. GENETIC TESTING: This applies to AQHA, APHA, and other breeds, only upon request. If required, this will be stated at the end of this document. Mare Owner agrees to have mare tested for the 6 Panel Genetic Diseases and will include a copy of those results with this contract. Stallion Owner and Manager reserve the right to refuse breeding to any mare who has tested positive for any of the (3) three Dominant Genetic Diseases (HYPP, PSSM, or MH).
7. MARE CONDITION AND HEALTH: The Mare Owner agrees that the Mare will be healthy and in sound breeding condition. A copy of both sides of the registration papers on the mare must accompany the contract. The Mare Owner warrants that he/she is the owner of record of the Mare. Upon execution of this contract, at any time, the Stallion Owner may request from the Mare Owner any and all health and reproductive records reasonably deemed necessary by the Stallion Manager. The Stallion Manager reserves the right to refuse any mare that is not in proper condition as determined by the stallion manager or veterinarian, or which does not have all of the documents as required herein.

COOLED SHIPPED SEMEN (#7-10)

8. All fees **MUST** be paid in full prior to breeding/collection/shipment requests.
9. COOLED SEMEN SHIPMENT FEES: The Mare Owner shall be responsible for all fees related to semen collection, preparation, and shipping.

10. FOR COOLED SHIPPED SEMEN: The Stallion Fee stated above, and the first Cooled Semen Shipment Fees are due and payable upon execution of this Agreement and at least (10) days prior to ordering semen. All fees and charges due under this contract must be paid in full prior to any request for shipment. In the case of subsequent shipments, any additional shipping or rebreed fees must be received before the next shipment will be sent.

Shipment requests must be called, or text verified in. Stallion Manager/Owner cell is 541-619-4613. No fax, email, or any other type of request will be accepted. A request for shipment of cooled transported semen must be made at least 24 hours prior to shipping time, notifying the Stallion Manager. Advance notification for requests in excess of 24 hours is preferred to assist in transportation planning for Stallion. Cancellations must be made by 1:00 PM PST prior to shipping day. Cancellations after that time will result in a \$150 cancellation fee.

Upon receipt of shipment, Mare Owner shall try diligently to settle the Mare and shall use all diligence and care in the insemination of the Mare. **Collection days are Monday, Wednesday, and Friday.**

The Stallion Manager may refuse to make any shipments to the Mare Owner if the Stallion Manager believes that the Mare is not healthy or in sound breeding condition.

11. BREEDING OF THE MARE BY COOLED TRANSPORTED SEMEN: The Mare owner is responsible for all facets of breeding the Mare and agrees to comply with all related breed association requirements concerning the use and handling of cooled semen.

The Mare Owner agrees to use his/her best efforts to perform insemination procedure within 24 hours, but not more than 48 hours after collection of semen from Stallion.

The Mare Owner agrees that an individual who is qualified and experienced in the use and handling of cooled semen will perform the insemination.

The Mare Owner agrees to use all cooled semen provided by this Agreement for the Mare named in this Agreement and no other.

As the use of cooled semen is an emerging technology, the Stallion manager makes no warranty or guarantee, expressed or implied, with respect to cooled semen, including, without limitation, the warranty of fitness for a particular purpose. THE STALLION MANAGER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE COOLED SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY, OR CHARACTERISTICS.

LIVE COVER (#12-22)

12. **Stallion Fee MUST be paid in full prior to breeding. All other fees and/or expenses MUST be paid prior to removing mare from premises.**
13. BREEDING FACILITY: The breeding facility referenced below will be at the location of 38147 Gilkey Rd., Scio, OR 97374.
14. The Mare Owner shall notify the Stallion Manager of any dietary or farrier services required of said mare. The Mare Owner will pay any additional dietary expenses and all farrier expenses.
15. If mare behavior prevents safe live cover breeding operations, then mare shall be moved to a facility that can accommodate artificial insemination (AI) as soon as possible, but no later than 7 days. Preference will be to AI within the current reproductive cycle. Mare owner will be notified of any issues and the need to AI.
16. LIABILITY: Mare Owner waives all claims against Stallion Manager or Property Owner for the sickness, injury, or death of the Mare and her offspring arising from the exercise of the breeding privilege granted in this contract. Stallion Manager waives all claims against Mare Owner for any injury, sickness, disease or death of the Stallion arising from the exercise of the breeding privilege granted in this contract.
17. BOARD & VETERINARY CHARGES: Stallion Manager agrees to provide suitable facilities for the care and feed of the mare and/or foal while in their custody. The Mare Owner agrees to the rates in the fee schedule above. Mare Owner agrees to pay all board and other veterinary expenses incurred by the Mare and/or foal while in the care of Stallion Owner, and these expenses are due and payable before the Mare and/or foal depart from the breeding facility. The Mare and/or foal will not be released until all fees incurred on behalf of the Mare and/or foal have been paid in full. The Breeders Certificate for the

breeding stated in this contract will not be issued until the Mare Owner has paid all the fees and expenses incurred on behalf of the Mare and/or foal.

18. Mare Owner shall periodically be invoiced for all interim expenses, including but not limited to veterinary services, farrier services, special dietary services, and board expenses. Said invoices are to be paid by the Mare Owner upon receipt by Mare Owner. Such charges shall be paid whether or not the mare is settled.
19. **CONDITION & TREATMENT:** Mare Owner agrees that when delivered to breeding facility, the Mare will be healthy and in sound breeding condition, including but not limited to being up to date on vaccinations, worming, hoof care, weight, etc. The Mare Owner shall provide the Stallion Manager with a negative Coggins (an exception may be granted for maiden mares) dated within 12 months prior to delivery of the Mare and/or foal to the facility.
20. **CARE OF MARE & FOAL FOR ON-SITE BREEDING:** The Stallion Manager shall exercise reasonable judgment in the breeding, care, and supervision of the Mare and shall diligently try to settle the Mare. The Mare Owner agrees to give ample opportunity to settle the mare (having bred her thru a full heat cycle). The Mare Owner agrees to give the Stallion Manager and the attending veterinarian permission to do what is needed to settle the mare. If for any reason a Mare does not settle, Mare Owner waives any claim against the Stallion Manager.
21. If after (3) three heat-cycles and the Mare does not settle, a veterinarian will examine the Mare for normal breeding conditions and will administer care for the Mare that the veterinarian deems necessary. Mare Owner grants the Stallion Manager the right to exercise all reasonable authority with respect to the care of the Mare and/or foal. The Stallion Manager shall attempt to contact Mare Owner by telephone, text message, and/or email prior to taking any actions that are not an emergency.
22. In the event the Mare Owner desires to remove the mare from the Stallion Manager before ample opportunity has been allowed to settle the mare, then all unpaid board expenses and the balance of the breeding fee shall be due and payable. It shall be conclusively presumed that the Stallion Manager has not had ample opportunity to settle the mare during the breeding season if she is taken from the premises of the Stallion Manager prior to being bred through (1) one full heat cycle.

OTHER

23. **LIVE FOAL GUARANTEE:** Mare Owner agrees to have said mare pregnancy checked within 21 days, but no later than forty-five (45) days from the date of the last breeding. A confirmation of pregnancy must be submitted from a veterinarian in the form of a documented ultrasound picture to the Stallion Manager within seven (7) days from the date of said pregnancy check, with the date, mare's name, and veterinarian. If pregnancy check is not done or proof of pregnancy not provided, then the Live Foal Guarantee will be voided.

Vaccines to prevent the mare from aborting are recommended but not required, such as pneumobort vaccines, administered with the appropriate dosage of said vaccine on the fifth, seventh and ninth months of pregnancy.

If the Mare fails to produce a live foal from the breeding privilege granted by this agreement, the Mare Owner may re-breed the Mare (or a substitute mare mutually agreed upon by the Mare Owner and the Stallion Manager) 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 Manager. Any attempted assignment without the prior consent of the Stallion Manager, will, at the option of the Stallion Manager, terminate this Agreement and release the Stallion Manager from all obligations herein.

“LIVE FOAL” means that the foal resulting from the breeding stands and nurses without assistance and lives for 72 hours. This return breeding privilege is conditioned upon the Mare Owner giving the Stallion Manager written notice within 7 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 or other acceptable documentation that no live foal was born. For the Return Breeding privilege, a Re-breed Contract will be issued the Mare Owner by the Stallion Manager.

If foal dies within the first 2 years of age, stallion owner may consider working with mare owner to rebreed the mare for the booking fee (No Breeding Fee) plus any collection/shipment, mare care or other related fees, ONLY if mare owner has kept the stallion owner up to date with the foal's growth, development, and progress, as well as providing due diligence to the training, care, and safety of the foal. Cause of death issued by a veterinarian, or clear, precise, and obvious evidence must be communicated with the Stallion Owner.

24. **SECOND CHANCE OPTION:** Mare Owner may have the option to rebreed their mare for a second foal if they do not want the first foal based on color or gender ONLY. Stallion Owner has the right to inspect the foal prior to accepting this option.

Ownership of the first foal will be transferred to the Stallion Owner. The mare shall be rebred either on the foal heat or first normal cycle after foaling. Breeding fee ONLY is waived. All care, maintenance, transportation, cost of collection/shipping of semen and/or mare care of horses remain the responsibility of the Mare Owner. First foal shall not be weaned until a minimum of 3 months of age, except in emergency situations, and no later than 6 months of age. A sound and healthy foal shall be transported to Stallion Owner upon weaning.

Upon acceptance of this option,

___ the mare and foal will remain in possession of the Mare Owner after rebreeding, until weaning.

___ the mare and foal will remain in possession of the Stallion owner after rebreeding, until weaning. Full Care Boarding fee of \$400 per month shall apply.

25. RE-BREEDS: If the mare does not produce a live foal from the first breeding season, then the Mare Owner is entitled to a re-breed the following year. Mare owner will be subject to any additional shipping and collection fees, a rebreed service fee of \$150.00 if stallion is collected for AI, and any additional attending veterinarian fees. If the Mare Owner fails to breed Mare the following year, then any and all fees paid shall be forfeited, the right to re-breed is canceled and the Stallion Owner/Manager is released from all further obligation of the contract, unless otherwise agreed to in writing and signed by all parties.

After three (3) failed attempts to settle the mare, a sound veterinary health and reproductive exam may be required, and results provided to Stallion Manager prior to additional breeding attempts. If the mare's exam results show that the mare may be hard to impossible to settle, then it will be at the discretion of the Stallion Manager to continue trying to settle the mare or require and/or accept a mutually agreed upon substitute mare. If using same Mare after 4 failed attempts, Stallion manager may require that the Mare go to an equine reproduction specialist/veterinarian approved by the Stallion Manager and remain on premises until confirmed in foal, or until mare is deemed no longer viable for breeding purposes.

If the Mare Owner does not provide the requested medical documents, a substitute mare, a signed contract extension, or Mare does not deliver a live foal within the time frames listed above, the contract will become null and void and no refunds, re-breeds, or fees will be returned/given to the Mare Owner.

26. It is agreed that should the mare die, prove barren, abort the foal, or if the foal is stillborn, Mare Owner is entitled to a return service for the subsequent breeding season only to Stallion, provided that Mare Owner has remained in compliance with the terms and conditions set forth herein and all outstanding accounts with regard to the rights and privileges granted herein are paid in full. If the Mare dies during breeding season, Mare Owner may substitute another mare upon written approval of an alternate mare by both parties to this Contract.

If Stallion dies, sells, or becomes unfit to breed before mare is bred, Stallion Owner shall have no liability to Mare Owner except notification of its occurrence. Should Stallion die, sell or become unfit to breed before mare is bred, then frozen semen, if available, shall be used to fulfill the contract. Frozen semen fees shall be arranged through Oakhurst Equine Veterinary Services by the Mare Owner and paid in full prior to shipment. If no frozen semen is available or Mare Owner's stallion preferences change, then Mare Owner may have the option to choose a breeding to another Stallion owned by Christina Cate.

If no substitution agreement is made, then this Agreement will, at the option of the Stallion Manager, immediately terminate, but the Mare Owner shall continue to be responsible for payment to the Stallion Manager for all expenses incurred by the Stallion Manager on behalf of the Mare Owner.

27. TWINS: If twins are detected during pregnancy check and mare owner chooses to retain both embryos, Mare Owner must notify Stallion Owner. If the additional foal stands, nurses, and lives for 30 days, the Mare Owner must pay an additional Stallion Fee in order to receive a breeder's certificate for the additional foal.
28. If the Mare is not bred during the breeding season specified in this contract, or if other arrangements are not agreed to and put in writing with the Stallion Owner/Manager, then this contract becomes null, and void and no refunds will be given.
29. PREGNANCY STATUS: This must be reported to Christina Cate, by October 31 of the breeding year, or the mare WILL NOT be listed on the Stallion Breeding Report. Failure to contact Stallion Owner by October 31st will result in a \$50 late fee to add the mare to the Stallion Breeding Report.
30. A "Breeder's Certificate" will be issued for the foal conceived by the mating when stallion fees and all other expenses have been paid in full. The Mare Owner will receive a Breeder's Certificate when the Stallion Manager has been notified that a live foal has been produced.

- 31. **STALLION OWNER'S REFUND POLICY:** No refunds shall be guaranteed by this agreement. However, in the event the stallion dies, or is unable to breed, and no frozen semen is available, Mare Owner reserves the right to substitute to another stallion owned by Christina Cate, plus any increases in their current breeding fee.
- 32. **LIABILITY:** The Mare Owner waives all claims against the Stallion Manager for the sickness, injury, or death of the Mare and her offspring arising from the exercise of the breeding privilege granted in this Agreement.
- 33. **ENTIRE AGREEMENT/GOVERNING LAW/VENUE:** This Agreement contains the entire agreement between the parties and may be amended only in writing signed by each of the parties. Oregon law governs this agreement, all of the terms and provision of which are performable in Linn County, Oregon. The parties agree that any legal action brought under this Agreement or pertaining the subject matter of this agreement can only be brought in Linn County, Oregon.
- 34. This contract shall be binding upon the parties hereto, upon execution hereof, and the same may not be altered or amended, except by written mutual consent of the parties hereto.

The following must accompany this signed contract

- Booking Fee
- Copy of registration papers (front & back)

X

Stallion Owner

Owner of Mare (as listed on Registration Certificate if available)

(Printed)

Address: _____

Phone #1: _____

Phone #2: _____

Email: _____

X

Mare Owner