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2015 Solomon Farm Breeding Contract

Mare Owner/Agent: _____

Address: _____

Phone: _____

Email Address: _____

Mare's Name: _____ **Breed:** _____

Registration #: _____ **Color:** _____

Sire of Mare: _____ **Dam of Mare:** _____

Mare's DOB: _____ **Dam Sire of Mare:** _____

Where would you like your semen shipped to?

Semen will be shipped via Fed-Ex so please include a Fed-Ex number if you have one.

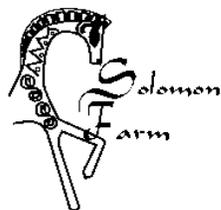
Fed-Ex Account #: _____

Name: _____

Address: _____

City, State and Zip: _____

Phone #: _____



2015 Solomon Farm Breeding Contract

Please include a photo and a copy of the mare's registration papers

This agreement made the _____ day of _____, between Solomon Farm, hereafter referred to as the Stallion Owner and _____, hereafter referred to as the Mare Owner/Agent. In Consideration of the mutual promises contained herein, the parties agree as follows: **Please Check One Stallion:**

<input type="checkbox"/>	Der Graf	\$ 1,500	
<input type="checkbox"/>	Le Mode	\$ 1,250	
<input type="checkbox"/>	Pilox	\$ 1,850	
<input type="checkbox"/>	Novalis	\$ 1,250	
<input type="checkbox"/>	Smoke Tree Snapdragon	\$ 600	
<input type="checkbox"/>	SF Spirit	\$ 600	

1). The mare owner/agent shall pay the stud fee of \$_____, which includes a non-refundable booking fee of \$250. The booking fee of \$250.00 is paid upon the execution of this contract, with the balance of \$_____ due and payable before the first provision of service to the mare (either by shipment of semen for artificial insemination or by live cover/artificial insemination on the farm), or by June 1st of the year of the signed contract whichever comes first.

2). Mare owner is responsible for paying collection fee of \$150 per collection as well as actual shipping cost and cost of single-use shipping box for both the first and subsequent shipments of semen. Collection fees are \$150 per collection, plus \$35 for a single-use shipping container, to be paid in full by cash, check or PayPal prior to shipment of semen. Mare owner may choose to re-use shipping containers or provide their own as well – in this case shipping container must be shipped to Solomon Farm before the requested collection date. When the stallion is not located at Solomon Farm collection fees are dependent on the facility collecting the stallion. Mare owner is responsible for paying all fees associated with collecting and shipping the semen, including fees for

shipping container back within two days if an Equitainer is used. Please include a Fed Ex or credit card number for shipping. An overview of collection-related fees are as follows:

\$ 35.00 Cost of Single Use Shipping Container per collection -- **must be paid each collection, including 1st collection, not included in collection fee**

\$ 150.00 Collection Fee

\$ 150.00 Transportation Deposit, amount unused will be refunded (or you may supply a FedEx account number)

\$ 250.00 Equitainer Deposit (if you wish to have semen shipped in an Equitainer rather than a single-use shipper)

\$ 125.00 Courier to Airport for counter to counter shipment, if available to your location.

3). You may choose to have your semen shipped in a single-use shipper or an Equitainer. If you choose to use an Equitainer, a container deposit in the amount of \$250 is due prior to delivery of semen. The Equitainer deposit is refundable and will be refunded to the mare owner at the end of the current breeding season if the Equitainer is returned in good condition. It should be noted that if ballast bags, coolant cans or containers are missing or damaged, Mare Owner will be charged for replacement. The Equitainer must be shipped back within two days via UPS or FedEx, second day air. There will be a late charge of \$10.00 per day thereafter. We recommend that you insure the container for \$250.

4). The mare owner/agent shall return a copy of the mare's papers and photo (please include a self-addressed envelope if the photo is to be returned) with this contract. This mare is subject to acceptance by the stallion owner. If the mare is not acceptable to the stallion owner, at its sole option, Solomon Farm shall return the booking fee to the mare owner and this contract will be null and void.

5). Mare must be examined by a licensed veterinarian no later than 60 days after the last day inseminated and the Stallion Owner notified at this time as to the pregnancy status of the mare. The mare owner/agent shall be entitled to re-breed the mare until the mare delivers ONE foal that stands and nurses, for a maximum of two years. The LFG will be extended to 14 days post foaling if mare owner provides proof of igG blood testing of foal by day three of life, and administration of IV igG fluids if foal is deficient. This guarantee shall only apply if the loss of a foal or loss of pregnancy is accompanied by a veterinary report, and not deemed to be due to neglect.

a). The mare owner agrees to use the FRESH (or when applicable, FROZEN) shipped semen only on the mare named above in this contract. All left-over semen will be destroyed.

b). The stallion owner agrees that should the said mare not check in foal, or loses the pregnancy, or produces a foal that cannot stand and nurse, the stud fee will be carried forward to the next breeding season for a maximum of two years from the original contract. The mare owner must provide a veterinary statement to the fact. If the mare lost her foal, this statement must also state that the mare was properly cared for. Proper care shall include, but not necessarily be limited to, proper

- feeding and nutrition, regular de-worming with products approved for pregnant mares, vaccinations that are customary in the mare owner's geographical area, and proper intervention during foaling if necessary. In addition, the mare has to have been properly vaccinated against Rhinopneumonitis.
- 6). If the mare is not covered, bred, or does not deliver a live foal within two years of the original signed contract, the contract will be null and void and no refunds, rebreedings, or fees will be returned/given to the mare owner. The non-refundable booking fee will be recharged each year this contract is carried forward. This will renew the contract for one additional year, starting from January 1st.
- 7). All billing statements shall be paid within 10 days of the billing date. Balances outstanding after the due date are subject to finance charges at the rate of 1.5% per month. In addition, if the mare owner fails to pay any amount due hereunder for more than 30 days after the billing date, Solomon Farm is not obliged to perform further under the contract until all past-due amounts have been paid.
- 8). There may be times during the breeding season that the above chosen stallion will not be available for breeding, due to a show or other unforeseen circumstances. In this case, Solomon Farm, at its option and the mare owner's approval, will either offer frozen semen, fresh semen from another stallion, or fresh semen from the chosen stallion at a later date. In case of death of the chosen stallion, Solomon Farm will offer, at its option and the mare owner's approval, frozen semen, or fresh semen from another stallion, subject to the same conditions as laid out in the original breeding contract. If the frozen semen is available, and the mare owner chooses to use frozen semen in this circumstance, then the mare owner will pay for the cost of shipping the frozen semen to the breeding station/veterinarian of their choice, including a deposit for the dry shipper necessary to transport said frozen semen. The deposit will be returned to the mare owner once the dry shipper has been returned within ONE week.
- 9). The mare owner/agent shall assume all responsibilities for the condition of the mare and shall bear all risk of loss or damage to the mare whatsoever by death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination. The mare owner/agent therefore holds harmless Solomon Farm, its owners, employees, agents, and officers from any liability for any and all damages associated therewith.
- 10). The mare owner agrees to pay all collection costs, including attorney fees, court costs, necessary travel expenses, postage or express mail fees, etc. necessitated or reasonable incurred by Solomon Farm or collection agency in their attempts to collect any amounts due hereunder or enforce the term hereof. This clause shall allow collection of said funds whether or not the suit is filed.
- 11). The mare owner shall inform Solomon Farm at the beginning of the mare's heat cycle. This is VERY important so that it is insured that a shipping container will be available and collections may be arranged. The mare owner must notify Solomon Farm

no later than the night before the shipment needs to be made. If a request is made on the day of the shipment, the request will be accommodated if reasonably possible, but at the sole discretion of the stallion owner.

I, the undersigned owner or agent of the mare named _____, do hereby acknowledge having read, understood and agreed to the terms and charges set forth herein.

MARE OWNER/AGENT

Date

STALLION OWNER

Date