

ON EAGLES' WINGS EQUINE CENTER LLC  
2017 Stallion Service Contract  
Stallion's Name: Indian Artbeat AQHA # 4813513

THIS AGREEMENT is made and entered into this date \_\_\_/\_\_\_/\_\_\_ between Marie Hoffman at On Eagle's Wings Equine Center LLC, 6135 Baseline Rd, Kirkland IL 60146, cell 815 751 4384 - (815-522-2202 fax) (Mariehorse@aol.com) ("Stallion Owner") and \_\_\_\_\_ ("Mare Owner").

These parties agree as follows:

Mare Owner agrees to breed the ("Mare") \_\_\_\_\_ Reg # \_\_\_\_\_ to the stallion Indian Artbeat standing at On Eagle's Wings Equine Center, Kirkland IL for the 2016 season and pay the stallion service fee together with other reimbursable expenses dealing with shipped cooled semen herein.

2. The STALLION SERVICE FEE of \$600.00: \$200 booking fee, and \$400 breeding fee, the total of \$600 which shall be paid in full prior to shipment of semen, as follows, cash, money orders, direct bank deposit, or certified check. MasterCard or Visa or discover can also be accepted with 5% added to cover credit card fees. If personal check is used, semen will only be shipped after the check clears the bank, up to 10 working days. For on the farm breeding stallion fees paid on arrival and other expenses must be paid in full to release mare to go home.

3. A copy of BOTH SIDES of the mare's registration papers must be included with the STALLION SERVICE CONTRACT.

**FOR SHIPPED COOLED SEMEN (NO SEMEM AVAILABLE TO BE SHIPPED APRIL 21, 2017)**

1. There is a COLLECTION FEE OF \$175.00/PER EACH COLLECTION SHIPPED includes use of container. The Mare Owner is responsible for the cost of shipping the container to the mare and providing a Fed Ex account number to be used to payment of shipping. Mare Owner is responsible for the shipping costs of the container back to the Stallion Owner. The terms and types of payment are the same as mentioned above for service fee. If payment is not made before semen is ordered the Credit card **will** be charged for the collection fees and CC use fee and shipping costs. If no CC number is on file semen will not be shipped unless payment arrangements are made before.

3. Mare Owner agrees to fill out and sign and have vet sign the insemination certificate and all other paperwork required. Mare owner agrees to send the breed registry (s) the copies of the insemination report if registry requires one.

4. Semen can be shipped USPS or Fed Ex, with Fed Ex unless previous arrangements are made to ship USPS. Some areas are not available for Saturday arrival via USPS or Federal Express.

5. It is the **Mare Owners responsibility** to know if Fed Ex delivers to them. Call 1 800 Go Fed Ex for availability and delivery times. Mare owner must provide a CC or fed Ex account or reimburse the stallion owner for cost of shipping to the mare owner. US postal overnight service can be used but must be arranged ahead of time.

6. There is no counter to counter same day shipments available

7. Equitainers will be used for shipment of the semen. Unless it is a pick up at the farm in which case a disposable may be used.

8. Prior to shipment the use of the Equitainer requires a deposit of \$350 Check or guaranteed with a valid credit card instead of the deposit check. The Equitainer must be RETURNED to On Eagle's Wings Equine Center.LLC WITHIN 4 days at the mare owner's expense, after receipt of Equitainer with semen shipment. ( USPS priority mail or Fed Ex 3 day ground are acceptable.) If the Equitainer does not ARRIVE at On Eagle's Wings Equine Center.LLC within 5 days, a rental fee of \$25 per day will be charged. The time will start when the Equitainer with semen arrives at the Mare Owners designated destination. No additional semen will be shipped until the Equitainer is returned or replaced. After the Equitainer is returned to On Eagle's Wings Equine Center.LLC and the mare is checked in foal, the mare owner's deposit will be returned, minus moneys owed for any aspect that is the mare owner's responsibility to pay, if any are due. This will be done in Nov.

9. All shipping fees to the mare and return shipping fees to the Stallion owner are paid by the mare owner. All shipments will include a guarantee of arrival supplied by the carrier. If carrier pays on a claim for late or lost shipments, this money will be paid to mare owner. Fed Ex does not guarantee arrival in bad weather. Stallion owner does not guarantee arrival of semen in any way once it leaves the farm.

10. Mare owner is responsible to provide permit information should there be a permit requirement to ship semen to their state.

11. **Call or text 815 751 4384 and email (mariehorse@aol.com) and tell me when she first comes in heat , state who you are, mares name and when the vet is coming to check her progress.**

12. Call, email, text as soon as you know when your mare needs semen. Notify us day **before** shipment to give heads up for next day collection. Call or text (cell) 815 751 4384 or fax 815 522 2202 and email at Mariehorse@aol.com. : **stating your name and your mares name, where you want semen to be shipped to and the date you want semen.** I will send a conformation email or text only if I received your request by email or text.

13. Collection/Shipping days are Monday, Wednesday, and Friday. Please notify OEW as soon as your mare comes in heat and you anticipate a shipment date.

14. Tues or Thursday collections are usually available call and ask, NO last minute collections on Tues and Thursdays are usually available.

15. Put whole unopened Equitainer in 40 to 70 degrees area when semen arrives, closer to 40 preferred - **do not open the Equitainer** until the vet does when ready to inseminate the mare. Close right away after taking out first dose of Semen.

**DO NOT FREEZE OR LEAVE SEMEN OUT OF THE EQUITAINER OR FRIDGE FOR MORE THAN ONE MINUTE!**

**DO NOT EXPOSE TO SUNLIGHT, VERY COLD OR HEAT !**

If your vet does not inseminate both doses of semen in the mare, and the semen is shipped in a centrifuge tube, wrap in paper towels and put back into the blue Styrofoam container and keep the semen refrigerated at 43F Degrees. (Paper towels help insulate for refrigerator warm cooling cycles) If you are unsure about the temperature of your refrigerator do not wrap in paper towels and leave second dose of semen in the Equitainer till your vet is ready to inseminate your mare. Temp variations will kill the semen before it gets into your mare. If shipped in bags, without opening place the blue container with the red top in the refrigerator. **KEEP EQUITAINER LID CLOSED AT ALL TIMES,** this will keep the container cool and the freezer cans on the bottom more frozen so it will be cool when you put the semen back in the next day. When the vet arrives the next day, put the blue Styrofoam container back into the equitainer, reseal then to take back out to the barn and leave semen in equitainer until the vet inseminates your mare.

Before inseminating mare, be sure to gently invert tube or gently mix semen if in bags to suspend semen that has settled to the bottom during transport. **DO NOT WARM** semen before insemination, Inseminate the mare, keep a small amount back **THEN after** your mare has been inseminated check for motility.

16. NO AQHA forms are needed only AWR. Paint and App. Sign the shipped semen form(s). Send me one copy of each form and send the breeds copy to them. And retain one copy for your records. IF applicable send in ALL forms to your breed and AWR Failure to send in these forms on time will make your foal **not** eligible to be registered.

17. Call with the results when your mare is checked for pregnancy at 20 days.

#### **FOR ON THE FARM BREEDINGS**

1 A collection charge of \$50 per heat cycle will be charged starting with the second heat cycle. (First cycle is free) All breeding fees, Farm and Vet charges are to be paid before the mare is released. Each mare will be ultra-sounded. Paid directly to the vet.

2. It is agreeable that Mare Owner have a veterinarian check my mare for normal breeding readiness and any other work deemed necessary, the expense of this service billed to the Mare Owner. Stallion Owner will notify Mare Owner of all work needed, beyond normal ultrasounds for breeding readiness. Stallion Owner will try to contact mare owner if not possible: Mare Owner gives Stallion Owner permission to call a veterinarian without notification in case of an emergency.

4. Mare Owner agrees and understands that Stallion Owner and family will not be responsible for accidents, sickness, or death to above mare and/or foal. Stallion Owner will care for mare and foal in a good husband like manner. Mare Owner will not be responsible for accidents or injuries to above

stallion.

5. Mares that are not halter broken or stand to be AI inseminated will not be acceptable. Mare Owner must describe all problems on the back of this contract as to general health and breeding soundness and handling problems or paragraph 4 below is void.

7. Stall Board for a mare is \$18.00 with foal is \$28.00 per day.. All boarding fees and vet must be paid in full before the mare is released. Board for mares (and foals) includes standard grain and hay ration with individual stalls, anything additional will be billed accordingly. Billings are sent each month if the mare is to stay in excess of thirty days.

#### **FOR BOTH ON THE FARM BREEDINGS AND SHIPPED SEMEN BREEDINGS**

1. The breeding season begins March 1 and ends July 1 unless special arrangements are made. Month Mare Owner is requesting first shipment during the month of \_\_\_\_\_

2. Mare Owner agrees to have the mare checked by palpation or an ultra sound 20 days after the last insemination. Mare Owner agrees to send a vet certificate stating the results, if she open, call or email if your mare is in foal.

3. Mare owner shall attempt with reasonable diligence to settle the mare: if however, for any reason the mare does not settle. The stud fee, booking fee, collection fees and all other fees and expenses are **NOT** refundable if your mare does not get in foal or produce a live foal. Mare owner agrees to hold stallion owner harmless.

4. Stallion owner guarantees live foal from the breeding contracted for herein. Live foal is defined as a foal that stands and nurses without assistance. Should the mare prove not to be in foal in the year bred or lose her foal, or should the foal not stand and nurse without assistance and subsequently die, Mare Owner shall notify Stallion Owner in writing within one week of the foaling date (or the date the mare is proved not to be in foal or loses her foal), such notice shall be accompanied by a statement from a licensed veterinarian verifying that the foal is not "live" as defined above or has been lost as stated above. Under the foregoing circumstances and upon receipt of the specified notice it is agreed; #5 & #6 covering rebreeding conditions

5. A. Stallion Owner shall give mare owner a rebreed to the Stallion the **following year only unless other written arrangements are made between stallion owner and Mare owner.** No stud fee will be charged for the return breeding. Collection fees will be charged for each collection. The rebreed is to the same mare originally booked, unless otherwise mutually agreed in writing between Mare Owner, Stallion Owner. The mare can be changed to another mare with a mutual agreement should the first mare prove to be not fertile.

6. If the Mare fails to deliver a live foal (or a substitute mare if mutually agreed as stated above) or the Mare Owner fails to arrange for the shipment of semen the following year, then any and all fees paid to Stallion Owner shall be totally satisfied and the right to rebreed is hereby canceled and Stallion Owner is released from any further obligation whatsoever from this contract.

7. This contract shall not be transferable by Mare Owner without the prior written consent of Stallion Owner. A breeders certificate will be issued when the Mare Owner notifies On Eagle's Wings Equine Center.LLC of the foal's birth and only after payment of all bills due (if any) on the mare have been received. This agreement constitutes the entire agreement between the parties: any amendment to or modifications of the terms of this agreement must be in writing.

8. Should it be necessary for the Stallion Owner to employ an attorney to enforce any of the terms of this agreement, including collection of money owed, the Mare Owner agrees to pay all reasonable attorneys' fees, costs of suits, and other expenses reasonable arising from this contract.

9. There are NO GUARANTEES unless a licensed veterinarian or experienced technician inseminates mare.

10. Mare owner agrees if paid by Credit Card that the collection and shipment fees due may be charged at any future date, in the case of the transaction not going through, it may have been processed but not actually charged and then credited to the farm account, up to one year after collection and shipment. This is not realized for several months after transaction.

11. if stallion should die or be sold the stallion owner and the mare did not get in foal or deliver a live foal the stallion owner will return the stud fee of \$400 but not the booking fee of \$200. This is for the following year only. To clarify, if your mare fails to conceive in 2017 or fails to deliver a live foal in 2018 and the stallion dies or is sold the stallion owner will return the stud fee of \$400 but no other fees will be returned including booking, collection or shipping

**With the signing of this contract by both parties, it signifies that both parties have read and understand and accept the terms of this agreement.**

\_\_\_\_\_  
Stallion Manager/Owner Signature Marie Hoffman

\_\_\_\_\_  
Signature of Mare Owner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

Please write neatly

\_\_\_\_\_  
Phone Day/ Eve/ cell  
Fed Ex account number

Date \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_  
Printed Mare owner Name

\_\_\_\_\_  
Credit Card # \_\_\_\_\_ / \_\_\_\_\_  
Exp

\_\_\_\_\_  
3 digit code

\_\_\_\_\_  
Billing address