

Schaack Family Performance Horses

P.O. Box 322
Edgemont, SD 57735

Cell Phone: 605-484-9714 Tim Schaack

STALLION BREEDING CONTRACT

This Stallion Breeding Contract ("Agreement") is made this _____ day of _____, 2017 between Tim & Paula Schaack (Stallion Owner) and _____ ("Mare Owner").

1. **Breeding Privilege:** Mare Owner agrees to breed the mare _____, Reg. # _____, to the "Stallion" **Whoze Your Daddy**, standing at the Schaack Ranch for the 2017 breeding season. The breeding will be via cooled shipped semen.

2. **Fees and Charges:** Mare Owner will pay a stallion service fee of \$850.00, A non-refundable booking fee of \$250.00 is included as part of the stallion service fee. Cooled Semen Shipment Fees are \$275.00 per shipment. Mare Owner agrees to return container to Schaack Family Performance Horses within 72 hours at the Mare Owner's expense. If container is not returned the deposit will be retained by veterinary clinic.

- A. The non-refundable \$250.00 booking fee is due and payable with this contract.
- B. The balance of the Stallion Service Fee is due prior to the shipment of semen.
- C. Cooled Semen Shipment Fees are due prior to the shipment of semen.

3. **Cooled Semen Shipment:** Mare Owner shall notify Schaack 24 hours prior of its request for a cooled semen shipment. Then Mare Owner shall order semen no later than 9:00 a.m. Mountain Time. All fees and charges due under this contract must be paid prior to any shipment. Stallion owner may refuse to make any shipments to Mare Owner if Stallion Owner believes that the Mare is not healthy and in sound breeding condition. Mare Owner shall try diligently to settle the mare and shall use all diligence and care in the insemination of the mare. Mare Owner waives all claims against the Stallion Owner for the sickness, injury, or death of the Mare and her offspring arising from the exercise of the breeding privilege granted in this Agreement. **STALLION WILL BE COLLECTED ON MONDAY, WEDNESDAY AND FRIDAYS.**

4. **Late Fees:** Stallion Owner may charge Mare Owner interest calculated at a monthly rate of 1 ½ % for any invoiced expenses and fees not received by Stallion Owner on or before the date due. A breeder's certificate will not be issued until all expenses invoiced are paid in full.

5. **Condition and Treatment:** Mare Owner agrees that when a cooled semen shipment is requested, the Mare will be healthy and in sound breeding condition and registered with either the American Quarter Horse Associate, the Jockey Club or the American Paint Horse Association. A copy of both sides of the Mare's registration paper shall either be attached to this Agreement or shall be sent to the Stallion Owner prior to shipment of semen.

6. **Breeding of Mare by Shipped Semen:** Mare Owner is responsible for all facets of breeding the Mare and agrees to comply with all AQHA, APHA and ApHC requirements concerning the use and handling of Cooled Semen. Mare Owner agrees that a licensed veterinarian who is qualified and experienced in the use and handling of cooled semen will perform the insemination. Mare Owner agrees to use his best efforts to perform the insemination procedure within 24 hours, but not more than 72 hours after collection from the Stallion. 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, STALLION OWNER MAKES NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE COOLED SEMEN, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. STALLION OWNER 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.**

7. **Multiple Embryo Transfer:** If more than one embryo is produced from a Stallion breeding under this Agreement and if multiple embryos are transferred, then Mare Owner must notify Stallion Owner within 48 hours of transfer of embryo(s). If embryo transfers result in multiple pregnancies, then Mare Owner must pay Stallion Owner the Stallion Service Fee for each pregnancy.

8. **Live Foal Guarantee:** If the Mare fails to produce a live foal from the breeding privilege granted by this Agreement, Mare Owner may rebreed the Mare (or substitute mare mutually agreed upon by Mare Owner and Stallion Owner) during subsequent breeding season. 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 Stallion Owner. Any attempted assignment without the prior consent of Stallion Owner will, at the option of Stallion Owner, terminate this Agreement and release Stallion Owner from all obligations hereunder. **“Live foal” means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours. This return breeding privilege is conditioned upon Mare Owner giving Stallion Owner written notice within 14 days after the foaling or aborting that the Mare did not produce a live foal.** This notice must be accompanied by (a) a certificate from the attending veterinarian that no live foal was born, and (b) a return of the breeder's certificate. No additional Booking Fee will be charged for the Mare on this return breeding privilege, but Mare Owner is responsible for paying Stallion Owner all of the other applicable charges listed in

Paragraph 2 above that are incurred on behalf of the Mare and her foal. This return breeding privilege is void and Stallion Owner will be released from all liability if the Mare is sold by Mare Owner prior to foaling, unless Stallion Owner has been informed of the sale and approved the transfer of the live foal guarantee.

9. **Termination:** If the Stallion dies or becomes unfit for breeding in the opinion of Stallion Owner, this Agreement will, at the option of Stallion Owner, immediately terminate on behalf of Mare Owner. If the Stallion Service Fee (less the Booking Fee) will be refunded, and Stallion Owner and Mare Owner will be released from any further obligations under this Agreement. If the stallion is sold, the new stallion owner will honor rebreeds for one year from the date of the breeding. No refunds will be issued if the stallion is sold.

10. **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. South Dakota law governs this Agreement.

STALLION OWNER

MARE OWNER

Tim & Paula Schaack

X _____
Signature of Mare Owner, or Authorized Agent

By: _____

Printed Name of Mare Owner

Billing Address: _____

Home Telephone: _____

Office Telephone: _____

Fax: _____

Other: _____

INSTRUCTIONS: Sign and return contract to Stallion Owner before _____.
Your copy of fully executed Agreement will be returned. The Mare will not be bred to the Stallion until both parties have signed this Agreement.

DATE RETURNED: _____

Contacts for Requesting Shipped Semen

CELL: 605-484-9714 Tim Schaack