

# 2007 Breeding Contract

## Transported Fresh Cooled Semen

This Contract is with Ciel de Cheval at DeJong Farms LLC, hereinafter known as "Breeder",

Mare Owner: \_\_\_\_\_ . Breeder and Mare Owner agree to breed the

Mare Named: \_\_\_\_\_ Breed: \_\_\_\_\_

Reg.#: \_\_\_\_\_ to the Stallion named: Encantador de lo Brioso

IALHA # 2343, is subject to the following conditions.

**Payment:** Booking fee of \$150.00 payable with this signed contract, is non-refundable. The remaining stallion fee of \$\_\_\_\_\_. The stallion fee and equitainer deposit of \$350.00 is due before any shipment of any semen. Payment made with a personal check will be due 10 days prior to expected shipping date. There is a \$150.00 stallion collection/lab fee for each shipment (Breeder may split the collection fee between Mare Owners if there should be multiple shipments on the same day). Mare Owner is responsible for shipping charges of the container, and its return to the Breeder. There will be a monthly 1.5% service charge on any unpaid balance over 30 days.

**MARE OWNER AGREES:** to provide a copy of mares registration papers, if applicable, and a Veterinarians report of mares cytology. A culture is necessary only if indicated by the cytology. Mare Owner assumes responsibility for proper handling and administration of semen and agrees to have recipient mare inseminated by a licensed Veterinarian or technician. Mare Owner agrees that only the mare designated on this contract will be inseminated with the shipped semen. It is the responsibility of the Mare Owner to have the Delivery of Semen Certificate signed by the attending Veterinarian and returned to Breeder. Mare Owner understands that there is a slight possibility that because of excessive demand or unusual circumstances, on certain days, the mare may need to be rescheduled in which case mares may be recycled with prostaglandin. Mare Owner is to notify Breeder once pregnancy has been determined. Mare Owner agrees to keep the mare in good condition to successfully carry a healthy foal.

**REQUESTING SEMEN:** is to made to Ramona DeJong at 503-843-2083 ~ or ~ 971-237-0642. It is essential for Mare Owner to have mare palpated by a Veterinarian to determine what stage the follicles are before requesting semen to be shipped. Semen will not be shipped unless attending Vet. Has determined that ovulation is eminent within 48 hours. Mare Owner is to notify collection facility on the first day of the mares estrus with 24 hours advance notice to schedule transport of semen. The collection facility is BRYANT RANCH, YAMHILL OREGON. 503-662-4326. If less than 24 hour notice is given, the request will be accommodated only if possible. If request for semen is made after 8 a.m. PST on the day of shipment, a courier fee of \$40.00 will be applied. The usual lab and collection fee will be charged if Mare Owner cancels request of semen shipment after the semen has been collected and processed for shipment. If there should be three inseminations with no resulting embryo, Mare Owner will be required to have the mares Veterinarian check for possible uterine tract infections before there will be any further shipments of semen.

**EQUITAINER:** Mare Owner is responsible for return shipment costs of to collection facility within five days after removing semen, or a rental fee of \$25.00 per day will be deducted from the equitainer deposit. The equitainer deposit will be refunded when equitainer is returned to Breeder with all parts intact after the mare is bred for the last time, and all shipping and collection charges have been paid in full.

**BREEDER AGREES:** to assume responsibility to evaluate and professionally package motile sperm cells with concentration level adequate to inseminate one mare (one billion viable spermatozoa per package). If quantity allows Breeder will provide two packages of semen in one shipment in the case of questionable ovulation timing and possibly needing a second insemination for the same mare. Mare Owner is entitled to not more than two semen shipments per estrus cycle. Shipped semen requests will be filled in the order

received. Should a licensed Veterinarian find said mare to be barren after insemination, the mare may receive more shipments of semen anytime during the current breeding season (defined as March 1 to August 1, Monday-Friday). Mare Owner may substitute another mare, subject to the approval of Breeder, at any time during the breeding season.

**LIVE FOAL GUARANTEE:** This contract contains a “Live Foal Guarantee”. A live foal is described as a newborn foal able to stand and nurse. If foal is born dead, is absorbed or aborted, there are return privileges for the following breeding season, if Breeder is notified and receives a Veterinarian’s statement confirming death and probable cause of death. Return handling fee is: **\$150.00**

**BREEDERS CERTIFICATE:** Breeder certifies that the stallion complies with all requirements of his breed registry for registration of resulting foal. A Breeders certificate will be issued for the foal immediately upon receipt from the registry, only if Mare Owner is currently on all obligations to Breeder. Mare Owner will be responsible for registration fees and expenses.

**REFUNDS:** In the event of the death of sale of the stallion, Mare Owner has the option of a stud service of a substitute stallion owned by Breeder. In no other case is the stallion fee refundable. Booking, collection and shipping fees are not refundable. If Mare Owner should have the mare serviced by another stallion during the term of this Contract, then this Contract shall become instantly null and void with no refunds given.

**LIABILITY:** If shipment is lost, delayed or damaged, Mare Owner assumes all risks of loss including that of lost time and expense associated with preparation of mare for breeding. Mare Owner agrees to hold Breeder and all associates affiliates blameless if mare does not settle, understanding that the burden of conception is placed on Mare Owner, Veterinarian or AI technician. Mare Owner accepts the risks of artificial insemination and pregnancy and agrees to hold Breeder and all affiliated agents harmless and release from liability in connection with the procedure of insemination including, but not limited to all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of the breeding of the mare that may accrue from any causes whatsoever during the term of this contract.

**DEFAULT:** Either party may terminate this contract for failure of other party to meet any material terms of this agreement. In the event that it is necessary to resort to a court of law in order to enforce the terms of this Contract or to defend an action against the Mare Owner, it is agreed that the venue of said court action shall be exclusively limited to Polk County in the state of Oregon and Mare Owner irrevocably consents to the jurisdiction of such courts. The substantive and procedural laws of the United States, and State of Oregon will govern this Contract.

**CONDITIONS:** This Contract cannot be assigned or transferred and constitutes the entire agreement between the parties listed.

**BY SIGNING,** Mare Owner warrants being the owner or a duly authorized agent of the designated mare, is not a minor and acknowledges to have had sufficient opportunity to read this entire document and understand the content. Once signed, this contract will be binding on both parties subject to the above terms and conditions.

Breeders Signature:	Date: / /	IALHA ID#:
Mare Owner Signature:	Date: / /	IALHA ID#
Street Address:	City:	State: Zip:
Phone:	Fax:	Email:
Attending Veterinarian :	Phone:	

**PLEASE PRINT CLEARLY WHERE SEMEN IS TO BE SHIPPED!!!!!!**

Name:

Address:

Phone:

Booking Instructions:

- |                                 |  |
|---------------------------------|--|
| 1) Return Signed Contract       | 3) Send To: R. DeJong, 9115 Rand Rd., Sheridan, Oregon 97378 |
| 2) Include \$250.00 Booking Fee |  |
| 3)                              |  |

