

I hereby agree to breed the mare: ______, Registration # ______, Registration # ______, to the Stallion **STOLIN WHISKEY**, Registration # <u>5936453</u>, for the 20____ breeding season. The Stallion Fee is <u>\$1,500.00</u>, this includes a non-refundable booking fee of \$500.00 which shall be payable upon execution of this contract. The chute fee is included in the breeding fee. The mare owner agrees to pay \$1,000.00 PRIOR to the shipment of semen. Mare will be bred (check one): On site at FCG Equine _____ or with Shipped Semen _____ Will this breeding be an embryo transfer? Yes _____ No _____

COST BREAKDOWN

- \$500 Deposit to secure breeding
- \$1000 Stud fee minus the \$500 deposit (1500 500 = 1000)
 Must be paid PRIOR to shipment of semen
- \$300 Shipping fee *due PRIOR to EACH shipment of semen
- \$250 **potential fee if shipping container is not returned timely as outlined in contract
- BREEDING SEASON: It is understood that the breeding season for FCG Equine begins on February 1st and terminates on July 1st of the same calendar year. Mares not settled within said breeding season shall be carried over to the subsequent breeding season only. This contract only allows a 1-year rebreed. If the mare does not settle within the 1-year rebreed this contract is null and void
- 2. **ON-SITE BREEDING**: The Stallion Fee and the Chute Fee stated above shall be payable in full when the mare is picked up from FCG Equine, after having been exposed to the stallion. All other expenses, including boarding, shall also be paid in full when the mare is picked up from the breeding facility.
- 3. FOR COOLED/FROZEN SHIPPED SEMEN: The Stallion Fee and the Chute Fee stated above is due and payable upon execution of this contract and at least ten (10) days prior to ordering semen. Mare Owner is responsible for all facets of breeding the Mare and agrees to comply with the related breed association requirements concerning the use and handling of cooled and/or frozen semen. Mare Owner agrees that an individual who is qualified and experienced in the use of handling cooled and/or frozen semen will perform the insemination procedure within 24 hours, but not more than 48 hours after collection of the Stallion. Mare owner agrees to use all semen provided by this contract for the mare named in this contract and no other.
- 4. COOLED/FROZEN SEMEN SHIPMENT FEES: A fee of \$300.00 will be charged for each shipment of cooled or frozen semen. An additional fee of \$250.00 will be charged to the Mare Owner if the <u>frozen</u> semen shipping container is not returned in 5 calendar days. Mare Owner agrees to return the frozen semen shipping container to FCG Equine at the expense of the Mare Owner. <u>A request for a shipment of cooled or frozen semen must be made 24 hours prior to needing semen shipped.</u> Cancellations must be made by 8:00 am the day of shipment. Mares on the premises of FCG Equine have a breeding priority on any given breeding day, therefore, we make no guarantee cooled semen will be available on any given day. All fees and charges due must be paid in full prior to any request for shipment. 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. Shipping Days are Monday, Wednesday, and Friday (excluding holidays), no exceptions.
- 5. **LIABILITY**: Mare Owner waives all claims against FCG Equine for the sickness, injury, or death of the Mare and her offspring arising from the exercise of the breeding/ultrasound privilege granted in this contract. FCG Equine

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.

- 6. **BOARD & VETERINARY CHARGES**: (applicable to on-site breeding's only) FCG Equine 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 included with this contract. Mare Owner agrees to pay all board and other veterinary/ultrasound expenses incurred by the Mare and/or foal while in the care of FCG Equine, and these expenses are due and payable before the Mare and/or foal depart from FCG Equine. 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.
- 7. **CONDITION & TREATMENT**: Mare Owner agrees that when mare is delivered to FCG Equine, or when semen is ordered for shipping, the Mare will be healthy and in sound breeding condition. A copy of the front and the back of the Mare's registration papers must accompany this contract. If the Mare is to be bred at FCG Equine, then Mare Owner will also provide FCG Equine with a **negative Coggins dated within 12 months prior to delivery of the Mare and/or foal to FCG Equine**.
- 8. CARE OF MARE & FOAL FOR ON-SITE BREEDING: FCG Equine shall exercise reasonable judgment in the breeding, care, and supervision of the Mare. FCG Equine shall diligently try to settle the Mare. The Mare Owner agrees to give FCG Equine ample opportunity to settle the mare (having bred her through two (2) heat-periods). The Mare Owner agrees to give FCG Equine 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 FCG Equine. If after 2 heat-periods, mare does not settle, FCG Equine's veterinarian will examine the Mare for normal breeding conditions and will administer care for the Mare that the veterinarian deems necessary. Mare Owner grants FCG Equine the right to exercise all reasonable authority with respect to the care of the Mare and/or foal. FCG Equine shall attempt to contact Mare Owner by telephone prior to taking any actions that are not an emergency. FCG Equine reserves the right to refuse any mare that is not in proper condition or which does not have all of the documents as required herein.
- 9. **EMBRYO TRANSFER**: The Mare Owner must notify FCG Equine of the transfer of embryo(s). If more than one embryo is produced from a Stallion breeding under this contract, and if multiple embryos are transferred or Frozen, then Mare Owner must pay FCG Equine the Stallion Fee for EACH embryo.
- 10. LIVE FOAL GUARANTEE: "LIVE FOAL" means that the foal resulting from the breeding stands and nurses without assistance and lives for 48 hours. This return breeding privilege is conditioned upon Mare Owner giving FCG Equine notice within 7 calendar days after the foaling or aborting that the Mare did not produce a live foal. It is understood that if the mare proves barren, aborts her foal, or if foal is stillborn, a return breeding will be granted the following year only, provided proper written notification is given to stallion owner. Chute Fees and Shipping Fees will apply. It is further agreed that if the mare dies before producing a live foal or becomes unfit to breed before being pronounced safe in foal (30 days in foal), a substitute mare will be allowed for the current breeding season or the following season only. NO Stud Fee will be refunded.
- 11. **BREEDERS CERTIFICATE**: A Breeders Certificate will be issued for the foal conceived by the mating when the Stallion Fee and all other expenses incurred by the Mare and/or foal have been paid in full, and after FCG Equine has been notified that said mare has been pregnancy checked in foal. Mare Owner agrees to have said mare pregnancy checked within 30 days from the date of the last breeding and provide said information to FCG Equine within five calendar days from the date of said pregnancy check. Pregnancy updates received after August 30th of contract year are subject to a \$50 stallion breeding report late-filing fee. This contract is non-assignable and non-transferable.
- 12. **TERMINATION**: If the Stallion dies, is sold, or becomes unfit for breeding, this contract will immediately terminate. The Stallion Fee will be refunded, and FCG Equine and the Mare Owner will be released from any further obligation under this contract, unless other accommodations have been agreed upon by both parties.
- 13. The parties acknowledge that this contract is made in the State of Oklahoma and shall be construed and enforced under the laws of the State of Oklahoma. (UNDER OKLAHOMA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES).

14. 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.

If your mare and/or foal are insured, please fill in the name and telephone number of your agent:

PLEASE RETURN THE FOLLOWING TO FCG EQUINE

- Copy of Registration Papers (*front and back*)
- Booking Fee or Stud Fee (*if paying by check or money order*)
- Current Negative Coggins (*on-site breeding only*)
- Signed Contract

Signatures and Contact Information:

Date:
Signature of Mare Owner or Agent:
Printed Name of Mare Owner or Agent:
Address:
City: State: Zip:
Telephone 1 st preference:
Telephone 2 nd preference:
Email:
Authorized By (FCG Equine):
Mail Signed Contract, Payment, Papers and Coggins to:
FCG Equine 55100 E Hwy 59 Afton, OK 74331
For questions or concerns, please contact: FCG Equine Office 918.314.6305 info@fcgequine.com
For Shipped Semen Only: Name of Vet Clinic shipping to:
Street Address of Vet Clinic:
City, State and Zip:
Contact Name and Phone #: