



## 2023 BREEDING CONTRACT

### 1. PARTIES

- 1.1 This Breeding Contract is entered into on this day \_\_\_\_\_ of \_\_\_\_\_ 2022/2023 (Day, Month, Year) hereafter the ("Effective Date") between Felicia VaughnStuhr owner of Customs Pistol Pete (AQHA 5384547) and **Mare Owner:**

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip. Phone  
Number: \_\_\_\_\_

- 1.2 The Mare Owner understands that all collection and AI are performed at Missouri State University under the direction of Dr. Gary Webb. The mare owner has the following choices (Choose One):

**On-Site AI @ MSU** (Mare own assumes Mare Care Fee)

**Shipped Cooled Semen.** (1<sup>st</sup> collection and shipment included)

- 1.3 Neither party may substitute or transfer this agreement without the prior written consent of the other party. This agreement is for the 2023 breeding season of Customs Pistol Pete and is not to be substituted for any other breeding seasons or mares without prior consent.

### 2. FEES

- 2.1 A non-refundable Booking Fee of **\$350.00** shall reserve one breeding and is due at the time of booking, with a signed contract and copy of mares papers and lease agreement (if applicable). Payment is accepted via Cash, Check, Venmo or PayPal. In the case of insufficient funds available, Mare owner agrees to pay a \$25.00 NSF Return Item Fee.

- 2.2 The total Stallion Service Fee of **\$1000.00** includes a one-time collection and shipping. Subsequent collection and shipping cost is **\$400.00** for overnight services. Counter-to-counter is available, pricing is regulated by MSU. All shipping costs will be the responsibility of the Mare owner. All fees shall be paid upon receipt of invoice and prior to any agreed scheduled shipment.
- 2.3 For on-site AI services the Mare Owner will deliver the Mare to Missouri State University between the dates of **February 1, 2023 – June 30, 2023**.
- 2.4 If applicable Mare Owner is responsible for all Mare Care fees while at Missouri State University
- 2.5 For on-site services/boarding the Mare Owner will be notified and asked prior to any veterinary care being performed. Mare Owner will be billed separately by Missouri State University.
- 2.6 Breeder's Certificate. A breeder's certificate will be released or issued to the Mare Owner after all fees and expenses have been paid in full.

3. Live Foal Guarantee

- 3.1 The Stallion Owner offers a Live Foal guarantee. This guarantee is only honored if the stallion service fees, mare care, and deposits set forth have been paid in full. A Live Foal is defined as a foal that will stand and nurse without assistance or is able to be bottle fed.
- 3.2 In the event the Mare does not deliver a live foal or becomes unable to inseminate during the breeding season, the Mare Owner shall be entitled to one additional breeding to the same Stallion. This breeding will be provided in the first or second subsequent breeding season to this contract and are subject to the provisions of this Agreement. The mare owner agrees to pay only the shipping fees in effect for the following season.
- 3.3 The Live Foal guarantee shall be void and the Stallion Owner released from any liability or obligation in the event that:
- The Mare is sold by the Mare Owner prior to foaling unless Stallion Owner agrees in writing to continue the Live Foal Guarantee.
  - Mare Owner breaches any representations or warranties as set forth in this agreement.
  - Mare's failure to give birth to a live foal is due to the actions or inactions of Mare Owner.
  - Mare Owner does not provide a veterinarian confirmed document to Stallion Owner within 30 days of the date the Mare aborts her foal or delivers a stillborn foal.

4. Mare Condition

- 4.1 Mare owner affirms the mare is in sound breeding condition and free from any disease or infection that will affect other equine or the birth of a live foal.
- 4.2 For on-site AI: Mare Owner warrants the Mare is halter broke and not a danger to the staff of Missouri State University.

5. Termination of the Agreement

- 5.1 Stallion Owner may terminate this agreement in the event they determine Mare Owner breached the agreement or any misrepresentations. The Termination shall occur upon 7 day's written notice to the Mare Owner.

6. SIGNATURES

The Parties agree to the terms and conditions set forth in this contract and understand upon signing that it is binding as of the day and year documented in section 1.1.

X

Mare Owner

X

PISTOL PETE