



STANDING AT
Stoneridge Veterinary Services, PLLC
Dr. Stacy B. Smitherman
 PO Box 1458
 8290 FM 3178 - Centerville Texas 75833
 903-536-2673
www.StoneRidgeVeterinary.com

STALLION BREEDING CONTRACT

This contract dated _____ is between _____, to be referred to as (“Mare Owner”) for the remainder of the contract, Stoneridge Veterinary Services, PLLC and Stacy Smitherman, DVM, to be referred to as (“Breeder”) for the remainder of the contract. One service to **BILLIONZ REG# 5867007** (“Stallion”) for the (“Mare”) _____
 Reg # _____ Breed _____ for the 2024 Breeding Season **Feb. 1, 2024, through June 30, 2024** at Stoneridge Veterinary Services.

\$ 1850.00 STALLION/STUD FEE (payable to owner) + \$650.00 FARM FEE (payable Stoneridge Veterinary)

_____ **Carry** _____ **Embryo Transfer (# of embryos)** _____ **Wet** _____ **Dry**

1. Fees and Expenses:

Charges: A non-refundable FARM fee of **\$650.00** is due with signed contract. The farm fee includes two semen collections, or one shipment valued at \$250 (on shipped semen contracts) for the 2024 breeding season. **Additional semen collections will be \$150 per collection plus shipping expenses, & all other breeding expenses.** The balance of the stud fee

\$1850 is due prior to the mare being inseminated or prior to requests for shipped semen. Should more than one pregnancy result from breeding, the mare owner must pay an additional Farm, and Stud Fee.

- a. **Cooled Semen Expenses:** the Mare Owner is responsible for all shipping expenses + \$50 processing fee, to be paid before semen will be shipped. This will cover all costs associated with the semen shipping process for the shipment of semen, including lab and handling costs, and overnight shipping. If additional shipments are required, the Mare Owner will be billed for each additional shipment to be paid before semen will be shipped. Hand shipment picked up at the farm will be \$100.00 each.
- b. **Semen Shipping Container:** The Mare Owner understands that the shipping container is the property of the Breeder, and that the Mare Owner does not obtain ownership rights to the shipping container by virtue of this agreement. Should the Mare Owner fail to return the shipping container to the Breeder within five (5) business days after receipt, \$50.00 to \$300.00 (depending on the type of shipper used) shall be charged to the Mare Owner to cover the cost of the shipping container. The cost of returning the shipping container is the responsibility of the mare owner.
- c. **On Farm Breeding Expenses:** Boarding, farrier and any other expenses will be payable upon receipt of invoice or when the mare leaves the farm, whichever occurs first. Haul in breeders must pay stud fee & farm fee in full prior to hauling mare in/out for breeding. A \$75.00 haul in fee will be charged by the Breeder for each breeding and any veterinary expenses incurred.
- d. **Billing:** Bills are due and payable in full upon receipt. All major credit cards are accepted.

2. Mare Registration: A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

3. Cooled Semen:

a. The responsibility for conception is on the Mare Owner. Therefore, a qualified, experienced licensed veterinarian competent in the use and handling of cooled semen should perform the insemination. The Breeder, in its sole discretion, may refuse to ship semen if the Breeder believes the insemination is not proper or the Mare is not healthy. The Breeder reserves the right to request a negative uterine culture and a uterine biopsy performed prior to shipment of semen. The Mare Owner agrees to comply with all requirements, as applicable, concerning the use and handling of cooled semen. The Mare Owner agrees to perform the insemination within twenty-four (24) hours of receipt of the cooled semen. This semen is to be used only for the mare listed in this contract. Rebreeds for shipped semen contracts must be performed on site at Stoneridge Veterinary Services.

b. **Cooled Semen Disclaimer:** Semen is shipped on a first call, first serve basis with farm mares receiving 1st priority. Please remember that a cooled semen contract does not guarantee semen will be available. The Breeder makes no representation or warranties, expressed or implied, regarding the cooled semen delivered under this agreement, including without limitation, representations or warranties that the cooled semen will safely reach the insemination point without losing its integrity, quality or other characteristics. The Mare Owner acknowledges that the use of cooled semen is an emerging technology that the Breeder cannot guarantee in any respect. The Breeder makes no representations or warranties express or implied, regarding the delivery of the cooled semen delivered under this agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that cooled semen will be available at the time requested by the Mare Owner. Requests for a cooled semen shipment must be called in by 5:00 pm CST the day before the collection day. Mare Owner waives all claims against the Breeder, (Stacy B. Smitherman D.V.M. or Stoneridge Veterinary Services, PLLC) for the sickness, injury, or death of the mare and her offspring arising from the exercise of the breeding privilege granted in this Agreement.

4. Board and Veterinary Charges: (applicable to on-site breeding’s) Mare Owner also agrees to pay all board and other veterinary expenses incurred by the Mare and her foal while in the care of the Breeder, and these expenses are due and payable on or before 30 days after the date of invoice or when the mare and foal are picked up from the clinic, whichever happens first.

5. Condition and Treatment: Mare Owner agrees that when delivered to the Breeder or when a cooled semen shipment is requested, the mare will be healthy and in sound breeding condition and registered with the American Quarter Horse Association, the Jockey Club, the American Paint Horse Association. A copy of both sides of the mare’s registration paper either shall be attached to this Agreement or shall be sent to the Breeder prior to or upon the mare’s arrival at the Breeders. Mare Owner warrants that it is the

owner of record of the Mare. If the Mare is to be bred at the Breeders, then on or before delivery of the mare to the Breeder, Mare Owner must provide the Breeder with the following for each Mare: (a) **negative Coggins test dated within six months prior to delivery of the Mare to the Breeders, if not the Breeder will perform a Stat EIA test at Mare Owner's expense, and (b) vaccination, deworming, farrier, and any other health and reproductive records reasonably deemed necessary by the Breeder for the care and health of the Mare and her foal. Failure to furnish these health certificates will be authorization for the Breeder to perform such services as deemed necessary for the Mare and foal's well-being at Mare Owner's expense.**

6. Care of Mare and Foal for On-Site Breeding. For Mares bred at Stoneridge Veterinary Services, PLLC, Stacy Smitherman D.V.M.et al. shall prepare each mare for breeding and shall conduct the breeding and post breeding care. The Breeder shall exercise reasonable judgment in the breeding, care, and supervision of the Mare; however, Mare owner waives all claims against the Breeder (Stoneridge Veterinary Services, PLLC or Stacy Smitherman D.V.M.et al.) for sickness, injury, or death of the Mare and her offspring from matters beyond the Breeder's control or resulting despite the rendering of reasonable and ordinary care. The Breeder shall diligently try to settle the mare; however, if for any reason a Mare does not settle, Mare Owner waives any claim against the Breeder. The Breeder will examine the mare for normal breeding conditions and will administer care as reasonably deemed necessary for the health and safety of the Mare and her offspring. Mare Owner consents to the administering of all medical care for the Mare and her offspring that the Breeder reasonably deems necessary, and Mare owner grants to the Breeder the right to exercise all reasonable authority and discretion with respect to the care of the Mare and her offspring. If any extraordinary health care is required for the mare and her offspring, the Breeder shall attempt to contact Mare Owner by telephone prior to taking any required action, but the Breeder's inability to contact Mare Owner does not abrogate the authority granted to the Breeder by Mare Owner.

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 the Breeder within 48 hours of transfer of embryo(s). If embryo transfers result in multiple pregnancies, then Mare Owner must pay the Breeder the Stallion Service Fee (Stud +Farm fee) for each pregnancy. In the event that an embryo is sold, the live foal guarantee will be null and void. Stoneridge Veterinary Services, PLLC strongly recommends the purchase of embryo insurance.

8. Insurance. The Breeder will not carry insurance on the Mare or her offspring. Mare Owner may carry insurance on its horses as they so choose. If the Mare is bred at the Breeder's and if Mare Owner elects to ensure the mare and her offspring, then Mare Owner shall inform its insurance carrier of the location of the horses and shall provide the Breeder with insurance carrier information.

9. 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 a substitute mare mutually agreed upon by Mare Owner and the Breeder **during the following breeding season only. 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 the stallion owner. Any attempted assignment without the prior consent of Stallion owner will at the option of the before mentioned parties, terminate the Agreement and release the stallion owner, and Stoneridge Veterinary Services, PLLC from all obligation 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 the Breeder written notice within 7 days after the foal dying or mare aborting. 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 Stallion Service Fee will be charged for the mare on this return breeding privilege, but Mare Owner is responsible for paying the Breeder the Farm fee, in addition to all other applicable charges (veterinary, board, farrier, etc.) incurred on behalf of the Mare and her foal. This return breeding privilege is void and the stallion owner, and Stoneridge Veterinary Services, PLLC will be released from all liability if: (1) the Mare is removed from Stoneridge Veterinary Services, PLLC before the Mare is checked in foal by Stacy Smitherman, D.V.M., unless the removal is approved by Stacy Smitherman, D.V.M., or (2) the Mare is sold by Mare Owner prior to foaling, unless the stallion owner, has been informed of the sale and approves the transfer of the live foal guarantee. This also means if the Stallion dies there is no recourse for the live foal guarantee.

10. Termination. If the Stallion dies, is sold, or becomes unfit for breeding in the opinion of the Breeder and stallion owner, this Agreement will, at the option of the stallion owner, immediately terminate, but Mare Owner shall continue to be responsible for payment to the Breeder for all expenses incurred by the Breeder on behalf of Mare Owner prior to the Mare and foal being removed from the Breeder's. The Sud fee Fee will be refunded by the stallion owner, and Stoneridge Veterinary Services, PLLC and Mare Owner will be released from any further obligations under this Agreement.

11. Breeder's Certificate: A Breeder's Certificate will be issued only after the owner has notified the Breeder that the mare has produced a live foal and all bills on the mare have been paid in full (veterinarian, farrier, embryo transfer service, etc.) Please contact the Stallion Owner for this.

12. 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. Texas law governs this Agreement, all of the terms and provisions of which are performable in Leon County, Texas. The parties agree that any legal action brought under this Agreement or pertaining to the subject matter of their Agreement can only be brought in Leon County, Texas.

STALLION OWNER

MARE OWNER

Signature of Stallion Owner or Agent

Signature of Mare Owner, or Authorized Agent

Printed Name of Stallion Owner

Printed Name of Mare Owner

ADDRESS FOR SHIPPED SEMEN

BILLING ADDRESS OF MARE OWNER

NAME

STREET

CITY, STATE AND ZIP

PHONE NUMBER

ALTERNATE NUMBER

NAME

STREET OR PO BOX

CITY, STATE AND ZIP

PHONE - DAYTIME

PHONE - EVENING

INSTRUCTIONS: Sign and return contract to Stoneridge Veterinary Services, PLLC. Your copy of the fully executed Agreement will be returned. The Mare will not be bred to the Stallion until both parties have signed this Agreement.