

FOR OFFICE USE ONLY:

Check/CC: _____ Contract #: _____

Date Received: _____

Breeding Fee Paid: _____ Farm Fee Paid: _____

**For more Information contact: Tish Fappani @ (480)766-6275 or email @ tish@fappaniperformance.com
2022 STALLION BREEDING CONTRACT**

GENERAL TERMS:

1. BRAZOS VALLEY STALLION STATION LP (BVSS) hereby reserves one breeding to STARJAC VINTAGE, AQHA Registration # 5855284 (6 Panel N/N) for the Mare _____, Reg. # _____, for the Breeding Fee of **\$2,500** plus Farm Fee of **\$500** (Made payable to BVSS) during the 2022 breeding season, Feb 2nd to June 29th, Monday – Wednesday - Friday only.
2. If the Stallion should die or become unfit for service prior to the mare getting in foal, the Breeding Fee shall be refunded. Farm Fees are non-refundable.
3. Accounts will be billed monthly on or about the first of the month. Accounts are due in full on the 10th of the month. A finance charge of 1.5% per month on the unpaid balance will be added to all accounts, computed from the due date. THE MARE AND/OR FOAL WILL NOT BE RELEASED BY BVSS UNTIL THE ACCOUNT IS PAID IN FULL.
4. Should any foal which is born to the mare, pursuant to this contract, not stand and nurse, the Owner shall be entitled to a re-breed the following year only for this mare. THIS RE-BREED SHALL APPLY ONLY IF BVSS IS NOTIFIED WITHIN ONE (1) WEEK OF THE DEATH OF THE FOAL. THIS NOTIFICATION MUST BE ACCOMPANIED BY A STATEMENT FROM A LICENSED VETERINARIAN, STATING THE CAUSE OF DEATH. BVSS's sole liability and obligation for any foal that is born to the mare but does not stand and nurse, shall be the granting of a re-breed. Such breeding shall apply to the Breeding Fee only and only to the season immediately following the season set forth in this contract. The Owner shall pay Farm Fees for the mare, under the same terms set forth in this contract. If the mare proves not to be in foal as a result of this contract or if the foal does not stand and nurse, BVSS has the option to re-breed the mare the following year only. BVSS has the option to require that the mare be brought in-house for the re-breeding. All re-breeds must pay a Farm Fee that is applicable for that breeding season. 2nd year re-breeds will be at the discretion of the Stallion Owner, additional breeding fees may apply.
5. This contract provides for one (1) Breeder's Certificate. If multiple embryos are retrieved from one breeding, an additional breeding fee will be assessed. It will be the responsibility of the Mare Owner to notify BVSS of the number of embryos transferred. If multiple embryos are desired and it takes more than one breeding, an additional contract is required for each breeding. If Mare Owner desires to do a frozen embryo, it will be their responsibility to pay all nomination fees. It is also the Mare Owner's responsibility to notify BVSS when the embryo is frozen and when utilized. If ICSI procedure is used to produce multiple embryos, Mare Owner will need an ICSI Contract in place. If not reported by November 1st, mare owner will be responsible for all late fees.
6. TO OBTAIN A "BREEDER'S CERTIFICATE" YOU MUST NOTIFY BRAZOS VALLEY STALLION STATION LP OF THE BIRTH OF THE FOAL. CERTIFICATE WILL NOT BE ISSUED IF THE ACCOUNT HAS NOT BEEN PAID IN FULL. THE STALLION OWNER IS RESPONSIBLE FOR SIGNING THE BREEDER'S CERTIFICATES.
7. Mare owner shall hold Stallion Owner and BVSS harmless for any accident, injury, theft, disease, sickness, or death suffered by the mare and/or foal, or any other cause of action whatsoever arising out of or connected in any way with On Farm Breeding. This includes but is not limited to, any claims of damages, loss or injury that may occur to any person or personal property.
8. In the event of any injury or death to the mare and/or foal, the mare owner will look solely to his/her own insurance. In the event anyone assesses a cause of action against Stallion Owner on account of injury or death to the mare and/or foal, BVSS shall be held harmless from any such cause of action including cost of defending same.
9. If it should become necessary for BVSS to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due, the mare owner will pay BVSS all expenses and costs, including reasonable and necessary attorney's fees incurred by BVSS in enforcing this contract.
10. Any dispute related to this contract will be governed by the laws of the State of Texas and venue of any dispute arising from this Contract shall be in Erath County, Texas.
11. This contract is non-transferable nor assignable without prior written consent from BVSS.
12. All International Clients or US Clients must pay with US Funds via Credit Card (3% Surcharge for MC, VISA, DISCOVER or 4.5% for AmEX), Wire Transfer (\$50 Surcharge) or check from a US Bank account.

ON FARM:

1. **ALL CONTRACTS/PAPERWORK MUST BE IN BEFORE ARRIVAL.**
2. The Breeding Fee and Farm Fee must be paid prior to or upon mare arriving at SERC. Mare owner must attach a copy of the mare's registration papers to this contract and provide all other information as requested.
3. If your mare will be an embryo donor, SERC can perform the embryo flush and transport the embryo to a separate embryo transfer facility of the Mare Owner's choice. SERC can also transport the mare as needed to the embryo transfer facility of choice. The Owner must arrange for such service.
4. SERC will diligently try to settle the mare from Feb 2nd, 2022, through June 29th, 2022. The Mare Owner agrees to allow SERC ample opportunity to settle the mare, including specifically breeding the mare through at least three (3) heat periods. If for any reason the mare does not settle, the Mare Owner will hold SERC harmless.
5. The Farm Fee is non-refundable. Not included in the farm fee are palpations, ultrasounds, routine inseminations, breeding soundness exams, special insemination procedures, uterine treatments, hormone therapy, diagnostic testing, and pregnancy checks. These items will be billed monthly.
6. The Mare must be healthy and in sound breeding condition. The Mare must be halter broken.
7. A current (within 12 months) negative Coggins is required. Mares arriving without a current Coggins will be tested at the mare owner's expense at the time of arrival. Vaccinations, deworming and farrier history must be provided when the mare is delivered for breeding. Vaccinations must be current within 90 days and shall include Encephalitis, Tetanus, Influenza, Rhinopneumonitis, West Nile, Rabies and if required, Strep Equi (Strangles). Mares arriving with inadequate vaccination history will be vaccinated at the Owner's expense at the time of arrival. The mare shall be de-wormed monthly at mare owner's expense while at SERC regardless of history.
8. SERC veterinarians will check the mare for normal breeding conditions and perform other such services as SERC, in its sole judgment, deems necessary and the Owner shall pay the expense for such services. These services include, but are not limited to, deworming, farrier service, hauling fees, treatment for uterine infection, treatment for cuts and abrasions, preventative measures and breeding soundness examinations including culture and biopsy.
9. The mare owner shall pay for the feeding, boarding and care of the mare and/or foal as follows:

FOR MARE CARE PRICING, PLEASE CONTACT SCOTTSDALE EQUINE REPRODUCTION CENTER: (480)515-3774

INITIALS:

SHIPPED SEMEN:

- 1. ALL CONTRACTS/PAPERWORK MUST BE IN 72 HOURS PRIOR TO ORDERING SEMEN.**
- The Farm Fee includes the stallion collection, processing of the semen for shipment and all record keeping. Fees for shipments are as follows: Priority Overnight UPS \$375 (UPS Saturday delivery may have a surcharge); Airline \$500. Stallions are collected from February 2nd to June 29th on a set schedule. Collection on Monday – Wednesday – Friday Only.
- Semen orders must be placed by 5 pm the day prior to shipment. Semen cancellations must be made by 8 Am of collection day.
- There is no guarantee of semen delivery within a certain time frame nor the quality of semen at the time of arrival. In the event of insufficient semen on a particular breeding day, SERC will ship shipments on a first ordered, first serve basis.
- Depending on demand, mare owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available. If fresh semen is not available, mare owner has the option of receiving frozen semen if available. Fees for Additional frozen shipments via FedEx are \$375. Flights are not available when shipping frozen semen. Any unused frozen semen remains the property of the stallion owner and must be returned to SERC at the mare owners' expense.
- DO NOT ORDER SEMEN VIA EMAIL, TEXTING OR ANSWERING MACHINE. YOU MUST TALK TO BVSS PERSONALLY TO ORDER SEMEN.
- ALL SHIPPING BOXES MUST BE RETURNED to SERC, at the mare owner's expense within 5 days of shipment. There will be a charge of \$50 for shipping containers that are not returned.

SHIPPED FROZEN SEMEN:

- 1. ALL CONTRACTS/PAPERWORK MUST BE IN 72 HOURS PRIOR TO ORDERING SEMEN.**
- All shipments must be ordered by 5pm (CST) THE DAY BEFORE, semen cancellations must be made by 8am of collection day.
- Frozen semen only will be available for this breeding contract. Farm Fees are non-refundable.
- The Breeding Fee and Farm Fee as specified above must be paid prior to the first shipment of semen. Fees for shipments are as follows: airline shipments are available for this contract. Shipment of frozen Semen via FedEx are \$375 each.
- Mare owners requesting frozen semen should expect to receive one dose. Any unused frozen semen remains the property of the stallion owner and must be returned to SERC at the mare owner's expense.
- ALL VAPOR SHIPPERS MUST BE RETURNED TO SERC at the mare owners' expense within 5 days of shipment. If the vapor shipper is NOT returned, mare owner will be charged for the FULL replacement value.
- DO NOT ORDER SEMEN VIA EMAIL, TEXTING OR ANSWERING MACHINE. YOU MUST TALK TO BVSS PERSONALLY TO ORDER SEMEN.

CANADIAN SHIPPED FRESH/FROZEN:

- 1. ALL CONTRACTS/PAPERWORK MUST BE IN 72 HOURS PRIOR TO ORDERING SEMEN.**
- All International Health Certificates (\$150) will be at mare owner's expense. NO SHIPMENTS ON SATURDAYS OR SUNDAYS. Flights are not available to Canada.
- Fresh Semen Shipment fees are as follows: \$375 each for FedEx Priority International, plus Health Certificates (\$150) and must be paid prior to shipment.
- Frozen Semen Shipment fees are as follows: \$375 each for FedEx Priority International, plus Health Certificates (\$150) and must be paid prior to shipment.
- All shipments must be ordered by 5pm (CST) THE DAY BEFORE, semen cancellations must be made by 8am of collection day.
- Mare owners requesting frozen semen should expect to receive one dose. Any unused frozen semen remains the property of the stallion owner and must be returned to SERC at the mare owners expense.
- Mare owner must attach a copy of the mare's registration papers to this agreement and provide all other information as requested. The mare owner agrees to use the semen shipped solely to breed the mare specified.
- ALL VAPOR SHIPPERS MUST BE RETURNED TO SERC at the mare owners' expense within 5 days of shipment. If the vapor shipper is NOT returned, mare owner will be charged for the FULL replacement value.
- DO NOT ORDER SEMEN VIA EMAIL, TEXTING OR ANSWERING MACHINE. YOU MUST TALK TO BVSS PERSONALLY TO ORDER SEMEN.

Check all boxes that apply:

Carry: ET: ET Facility Choice: _____

On Farm: On Farm Frozen: Shipped Semen: Shipped Frozen Semen:

Canadian Shipped Semen: Canadian Shipped Frozen Semen: Rebreed/Return:

Comments: _____

CONTRACT OWNER: _____ BVSS/AGENT: **Frank Merrill**

ADDRESS: _____ BVSS SIGNATURE: _____

CITY/STATE/ZIP: _____ ACCEPTANCE DATE: _____

PHONE#: _____ E-MAIL: _____

CONTRACT OWNER/AGENT SIGNATURE: _____ DATE: _____