



## **"Reys of Pep" 2024 Breeding Contract**

By entering this Contract, the Owner agrees to the following:

I, \_\_\_\_\_, Mare Owner/Agent hereby agrees

to breed the mare, \_\_\_\_\_ Reg. #: \_\_\_\_\_, to the Stallion, **Reys of Pep**, either on farm at 113 Equine, or by cooled/frozen shipped semen during the 2024 breeding season.

Contract is not considered complete or active unless mare owner/agent has provided all information requested, contract is returned complete with stallion fee, office fee, and a copy of mare's registration papers 24 hours prior to shipment.

Contract is non-transferable unless agreed otherwise in writing by all parties.

### **2. Stallion and Office Fee:**

I agree to pay **\$ 3,000** payable to 113 Equine for the stud fee. A stallion fee deposit of \$ 500 is required to be paid to 113 Equine prior to secure this contract. A **\$ 250** office processing fee must also be paid to 113 Equine. All fees are required to be paid in full prior to semen shipment or on-farm breeding. It is understood that all fees are non refundable.

### **3. Breeding On Site:**

If mare is bred on-farm, mare owner agrees to pay all board charges and veterinary expenses before mare is released from 113 Equine. 113 Equine may breed and perform treatments deemed necessary to complete this contract. Mare owner is aware this is a non-chute fee agreement, and all services are being charged at a per-service rate. Which include, palpations/ultrasounds, \$200 semen collection fee, insemination, all treatments, and medications, as well as board. Mare owner is also aware that the stallion owner is not liable for any charges rendered to breed mare. I also understand 113 Equine will try diligently to settle mare, or produce viable embryo to transfer, however if unable to do so, 113 Equine shall be held harmless.

It is the Mare Owner's understanding that care will be taken for both the mare and/or foal presented to 113 Equine, to prevent accident, sickness, injury, or death and that the mare owner will not hold 113 Equine, its owners, employees, the stallion owner responsible if any such occurrences should arise. It is understood that 113 Equine, its owners, employees, veterinarians, and guests shall not be held liable for any injury, escape, disability, or death of any horse on its premises whether from fire, flood, theft, act of God, or any other reason.

113 Equine and affiliated Stallion Owners will have a necessary lien for all fees, charges and expenses that are incurred while the mare and/or foal are under the care of 113 Equine. Mare Owners shall be responsible and hereby agree to pay for all legal fees and/or attorney/court costs incurred by 113 Equine or Stallion Owner to enforce this agreement of any portion thereof. It is agreed that this contract is executed in Parker County, Texas.

### **4. Breeding Off Site:**

If mare is to be bred with shipped semen, Mare Owner understand the stud fee must be paid in full prior to shipment. 113 Equine will make every attempt to deliver semen in good quality and condition, but once shipment has left 113 Equine facility, they can no longer be held liable for condition of cooled semen or untimely delivery. 113 Equine is not liable for any extra costs arising from shipments lost, damaged, delayed in transit; 113 Equine no longer has control over the shipment once it has left our custody.

## **5. Cooled Semen Shipments:**

A collection calendar will be created and provided via our website or at request. Stallions will be collected on an "every other day" basis. Cooled semen orders shall be requested by 5pm CST the day prior to semen collection. Orders must be canceled by 8 AM CST or the mare owner/agent will be charged with a \$200 collection fee. On site mares will receive priority and shipped semen will be served on a first order basis. I agree to pay a fee of \$325 per standard overnight delivery, \$200 for on-site pickup, or \$475 for Counter-to-Counter Airline Shipment. For Canadian shipments, orders must be confirmed by 5pm CST the day prior to semen collection; please contact our office for additional instructions and fees. Cooled semen containers must be returned within 5 days of shipment to avoid a \$30 container fee.

## **6. Frozen Semen Shipments:**

All frozen semen shipment requests must be made at one (1) week prior to expected shipment date. Shipments are not guaranteed to be sent out within one week of the initial request, as they will be sent out on a first requested basis pending frozen shipper availability. Frozen semen will be shipped at a rate of \$375 per overnight delivery and \$500 for Counter-to-Counter Airline Shipment. Frozen Semen Pick-Up fee is \$200. A return label will be provided for frozen semen shippers, and the return fee will be **in addition** to the previously stated price. Frozen semen containers must be returned within 5 days of shipment to avoid a \$100 per day container fee.

## **7. Embryo Transfer / Vitrified Embryo(s):**

Mare Owner understands, that if transfer is performed and multiple embryos results in multiple foals, they will be responsible for an additional stud fee per foal. 113 equine should be notified within one (1) day of recovery of an additional embryo. An additional stallion fee will be due once any additional pregnancy or pregnancies reach (25) days of age.

Mare owner agrees to notify 113 Equine that an embryo was vitrified within (72) hours of recovery. Fee Schedule for additional embryos will be set in accordance with the future stud fee of the year the embryo was transferred unless otherwise agreed upon up front and in writing by all parties.

## **8. Live Foal Guarantee:**

Stud fee does entitle mare owner to a Live Foal Guarantee. "Live Foal" described as a foal conceived from this breeding that will stand and nurse after foaling without assistance and lives for (24) hours. If mare is found to be not in foal or delivers still born, mare owner is allowed a rebreed contract as 113 Equine is notified in writing by a licensed veterinarian within ten (10) days of discovering mare is open or foal is stillborn. A rebreed contract will apply to the following breeding season **only**, and the stud fee will be non-refundable. Mare Owner understands that the live foal guarantee is NOT an agreement on a rebreed contract; the rebreed contract is the attempt to fulfill the "live foal guarantee". Live Foal guarantee is null and void if mare owner does not give ample opportunity to settle the mare. Stallion owners will also be released from Live Foal Guarantee if mare is sold without notifying the Stallion owner and providing proper documentation. With Rebreed agreement mare owner is required to pay for all mare services and veterinary fees.

It is agreed that if mare dies before producing a live foal or becomes unfit to breed prior to being pronounced safe in foal, a substitute mare will be allowed for the current breeding season. No stud fee will be refunded. In the case which stallion becomes unserviceable for whatever reason, Stallion Owner will utilize frozen semen if available to satisfy the terms of the contract for one (1) year following the season the stallion is deemed to be unserviceable.

**If the mare owner fails to rebreed the mare the following year after the original contract, then any and all fees become forfeited, the right to rebreed is cancelled and the stallion owner is released from all further obligations of this contract, unless otherwise agreed in writing and signed by both parties.**

## **9. Pregnancy Status:**

Mare owner is responsible for notifying 113 Equine of mare's pregnancy status once a heartbeat has been detected and no later than August 1st. Mares with an unknown pregnancy status will not be included on Stallion Breeding Report. Late mare notifications are responsible for the \$50 late filing fee.

**10. Payment Options:**

All International and US Clients must pay with US Funds via Credit Card (3% surcharge applied to Stallion Fee), cash, or check from US Bank Account. A credit card **must** be on file prior to shipment for payment of shipment fees and any unpaid fees including but not limited to: Stallion Fee, Office Fee, and late container fees.

Mare Owner / Agent (Please print): \_\_\_\_\_

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

City / State / Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Primary Email: \_\_\_\_\_

Signature of the Mare Owner / Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the Stallion Owner / Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Facility where breeding is to take place: \_\_\_\_\_ Phone #: \_\_\_\_\_

Mare is a:     broodmare (will carry pregnancy)         donor mare (recipient mare will carry pregnancy)

## Credit Card Authorization

All International and US Clients must pay with US Funds. If paid via card, at 3% surcharge will be applied to the Stallion Fee portion of any payments.

To leave a card on file and authorize its use, please use the blanks below.

Card Type:    Visa    Mastercard    Discover    American Express    Other: \_\_\_\_\_

\_\_\_\_\_  
Card Number

\_\_\_\_\_/\_\_\_\_\_  
Exp. Date

\_\_\_\_\_  
Billing Address Line 1

\_\_\_\_\_  
Billing Address Line 2

\_\_\_\_\_  
Name as it appears on card

Please initial in the appropriate blanks below.

I authorize the card above to be processed for:

\_\_\_\_\_ the agreed upon stallion fee and additional 3% charge at the time the contract is returned.

\_\_\_\_\_ the \$250.00 agreed upon office fee at the time the contract is returned.

\_\_\_\_\_ the agreed upon shipping fees regarding this contract at the time of shipment.

By signing the line below, I authorize 113 Equine to process the card above in the agreed upon method.

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_