



Hidden Hills Stable ~ N3752 County Road K, Hager City, WI 54014 ~ (715) 781-1192 ~ SPPerformanceHorses@yahoo.com ~ www.SPPerformanceHorses.com

IMPULSIFIED ~ 2017 Stallion Breeding Contract

This contract is entered into and is between the undersigned Stephanie Plote, known as "STALLION OWNER" and hereinafter referred to as "Stallion Owner", and _____, known as "MARE OWNER" and hereinafter referred to as "Mare Owner". This contract sets forth the rights and responsibilities of the parties for the 2017 breeding season. The stallion providing breeding services under this contract is IMPULSIFIED, APHA #911,686, PtHA #145,197/MDR IMPULSIFIED, AQHA #5,257,308, known as "STALLION" and hereinafter referred to as "Stallion". WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name(s) of:

APHA: _____ Registration #: _____, and/or
PtHA: _____ Registration #: _____, and/or
AQHA: _____ Registration #: _____, and/or
JC: _____ Registration #: _____, known as "MARE" and hereinafter referred to as "Mare".

THEREFORE, it is now agreed between the parties as follows:

A) Booking, Breeding and/or Rebreed Fees: Please check one of the following:

- 1) New Breeding in 2017: \$800 (includes \$200 non-refundable booking fee to enter into this agreement)
- 2) Futurity/Donated Breeding: Mare owner warrants to have paid entire Stallion Service Fee to Association/Club/Futurity.
- 3) Rebreed for Live Foal Guarantee: \$100
- 4) Rebreed for Colored Foal Guarantee on mares registered with APHA only (results in foal registered with APHA only): \$200
- 5) Rebreed for Colored Foal Guarantee on mares registered with AQHA or JC (results in foal registered with APHA and AQHA): \$400
- 5) OTHER: _____ Fee: \$ _____

Mare Owner agrees to pay the designated fee(s) above to enter into this agreement and reserve a breeding for the year 2017. Mare Owner also agrees to pay for mare care, collection, shipping, and/or other breeding costs not included in the above booking, breeding and rebreed fees as documented below. Mare Owner agrees that breeding fee paid is only for the above mentioned Mare. Should more than one viable embryo result from a breeding, Mare Owner must pay an additional Stallion Service Fee within 90 days of breeding in order to receive a breeding certificate for additional foal(s). For total consideration of the designated fee(s) listed above, Stallion Owner hereby agrees to breed the Stallion to the Mare belonging to the Mare Owner as above-described.

B) Live Colored Foal Guarantee: This contract contains a "Live Foal" guarantee. "Live Foal" is herein defined as a newborn foal, which stands and nurses without assistance for 48 hours after birth. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one month from the date of death of the fetus/foal, or in the alternative, a sworn statement from said veterinarian that the Mare is no longer in foal and the date of fetus loss is unknown. If the foal is born dead, or if the Mare does not otherwise carry to term, there shall be a return privilege in the current season (2017) or the following breeding season (2018) only. Substitution of Mare will be allowed with Stallion Owner's approval. Mare Owner is responsible for any and all fees in effect at time of rebreed.

This contract also contains a "Colored Foal" guarantee. "Colored Foal" is herein defined as a foal which has sufficient color to be registered in the APHA Regular Registry. If, under APHA color requirements, the breeding results in a solid paint-bred (formerly breeding stock) foal, the mare owner will be entitled to a return privilege with the same Mare, or an approved substitute, the following season (2018) only. In the rebreed year, Mare Owner agrees to pay the rebreed fee plus all applicable collection, semen shipment, mare care, veterinary, farrier, etc. fees in effect at the time of rebreeding.

Should Mare Owner fail to rebreed Mare the following year (2018) for either the Live Foal Guarantee or the Colored Foal Guarantee, then any and all fees paid become forfeited, the right to a rebreed is cancelled, and Stallion Owner is released from all further obligation of this contract, unless otherwise agreed in writing and signed by both parties.

C) Stallion: In the event of the death of the above-named Stallion, this contract shall become null and void. Breeding fee less the non-refundable booking fee shall be refunded to Mare Owner if the Mare has not been bred. In the event of the Stallion's death prior to the delivery of a live colored foal, the Live Foal Guarantee as well as the Colored Foal Guarantee as above-described shall become null and void and any and all fees paid will not be refunded. Upon approval by both parties, should Stallion Owner own or stand another stallion, its services may be used to satisfy the Live Foal Guarantee. The Colored Foal Guarantee remains null and void unless substitute stallion also carries a Colored Foal Guarantee.

D) Mare: Mare Owner warrants that Mare is current on all recommended vaccinations and worming schedules, and if Mare is open/barren that Mare has had a negative uterine culture and equine cytology with sensitivity performed within 30 days of breeding and Mare Owner agrees to provide said test results should Stallion Owner request them. Stallion Owner may refuse to ship semen to Mare without said tests. Maiden mares in absence of said tests may be required to provide satisfactory results prior to a third shipment of semen. Should the Mare die or become unfit to breed prior to breeding, Mare Owner shall be required to breed a substitute mare to the Stallion, or, a transfer of the breeding may be allowed at the sole discretion of the Stallion Owner. No refunds shall be permitted. No other fees or charges, including those for collection and shipping, are refundable except as described in this paragraph.

E) Shipped Cooled Semen: First Date Expected Semen to Ship: _____.

The balance of the breeding fee and any applicable shipped semen charges, container deposits, etc. must be received and paid in full prior to shipment of semen. Stallion Owner shall authorize Topline Equine Veterinary Care (TEVC) to ship semen collected from Stallion in an appropriate chilled semen container by an overnight courier, such as Fed-Ex/UPS, to the address of record provided in writing by the Mare Owner on the day when the semen is collected. If semen is needed the same day via an airline, if available, Mare Owner will be responsible for the additional fees incurred to counter-to-counter ship the semen. Stallion Owner further certifies that the semen, when collected, will be of such a degree of mobility and motility so as to reasonably be acceptable for breeding.

The Mare Owner certifies that Stallion Owner is obligated to transport cooled semen to the address of record which has been provided in writing below by the Mare Owner prior to any shipment. If the Mare Owner requests more than one shipment, the semen will be shipped to the last known address of record provided by the Mare Owner unless otherwise specified in writing and confirmed by the Stallion Owner.

All parties agree that prior to first shipment of semen all breeding fees must be paid in full. Each semen shipment shall be at the cost of \$350 for Fed-Ex/UPS Standard Service Monday through Friday, \$375 for Fed-Ex/UPS Saturday Service or starting at \$450 and up for Counter-to-Counter (CTC) Service. CTC charges will be determined at time of request based on actual costs incurred including courier fees. Chilled semen container must be returned to TEVC, with shipping charges prepaid, within 3 to 5 business days after insemination. If container is not received within 10 business days from shipment, Mare Owner may be assessed a \$30 replacement fee. If an Equitainer is used; a deposit of \$300 is required. The Equitainer must be returned to TEVC, with shipping charges prepaid, within 24 hours after insemination. If Equitainer is not received within three (3) business days from shipment, Mare Owner will be assessed a \$25/day rental fee. All costs/deposits must be paid in advance of the shipment of semen and a credit card must be on file with TEVC.

It is the Stallion Owner's stated preference that all shipments be made to and inseminations performed at established breeding farms. The Mare Owner certifies that the address of record for shipment is a suitable facility for the artificial insemination of the Mare contracted to be bred. It is imperative that Mare Owner's veterinarian is aware of Mare's current breeding status and that she is, in fact, ready to breed. In addition, the Stallion Owner may refuse to make repeated shipments of cooled semen if the shipments as deemed by the Stallion Owner will not reasonably lead to the successful insemination of the Mare as contracted. Further, the Mare Owner certifies that only the Mare who is the subject of the breeding contract shall be inseminated by the shipped cooled semen of the Stallion.

Best efforts will be made to provide shipped cooled semen on an as required basis according to Stallion Owner's collection/shipment days. However, a contract for cooled semen does not guarantee that semen will be available on the day you submit your request. Cooled semen bookings will be, by necessity, of limited availability if the Stallion's book fills with mares to be bred on the premises. Mares to be bred to the Stallion in residence at breeding facility will be given priority for semen.

All requests for semen must be made at least 24 hours in advance of collection/shipping date. Semen requests are filled in the order in which they are received. However, mares ordering semen first in a cycle will be given preference over mares ordering a second or third time in a cycle. Shipped semen may only be requested to ship on regularly scheduled breeding days. Monday, Wednesday and Friday are collection/shipping/breeding days. Orders for CTC received after 9:00am CST may not be able to meet airline schedules. Mare Owner is responsible for collection/shipping charges for cancellations received on collection/shipping days if already processed. We will make every attempt to get cooled semen to your Mare in good condition; however, we make no guarantees or warranties that the semen will be in good condition upon arrival.

The parties agree to strictly abide by and comply with all APHA and/or AQHA rules and requirements concerning the use and handling of Transported Cooled Semen and Artificial Insemination.

All of the parties to this agreement agree that the obligations of performance by the Stallion Owner shall be met when the cooled semen shipment is accepted by or at the address of the shipping firm/agent. Acceptance shall be defined as the contract expedited parcel delivery carrier actually receiving the package and receiving a signature from a representative on the shipment documents maintained during the ordinary course of business by the contract expedited parcel delivery carrier or airlines counter. All parties to this agreement agree that the risk of loss transfers to the Mare Owner upon acceptance of shipment.

Stallion Owner and Mare Owner agree to execute a "Transported Semen Breeders Certificate" and shall comply with any parentage verification as required by APHA and/or AQHA. Fees for parent verification and foal registration are at the Mare Owner's expense.

F) Registration/Breeder's Certificate(s): Stallion Owner shall issue Foal Registration/Breeder's Certificate(s) upon receipt of full payment of all fees incurred during breeding season including those due to Veterinarian and/or Farrier AND Mare Owner's notification to Stallion Owner that Mare has produced a live foal.

G) Payment Methods: Payments to Stephanie Plote Performance Horses are accepted in the form of cash, check, or payment via PayPal Friends & Family. A 5% Bank Fee will apply to payments "invoiced" via PayPal and a \$50 Bank Fee will apply to returned checks. Payments to Topline Equine Veterinary Care are accepted in the form of cash, check or credit card. Note: a credit card must be on file with TEVC for shipments regardless of payment method for shipment. All fees include any applicable 5.5% WI Sales Tax.

H) General Conditions:

- 1) It is understood that the breeding season commences on February 1 of the calendar year and terminates July 1 of the same calendar year. Mares that do not come into season or are not settled within said breeding season as above-described shall be carried over to the following year. In the Rebreed Year, Mare Owner agrees to pay the Rebreed Fee plus all applicable semen shipment, mare care, veterinary, farrier, etc. fees in effect at the time.
- 2) Release/Hold Harmless. Mare Owner agrees to hold Stallion Owner, breeding facility and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf harmless and release liability if Mare does not settle or foal does not survive.
- 3) WARNING-UNDER WISCONSIN LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.
- 4) All action with respect to this agreement will be instituted in a court sitting in Pierce County, Wisconsin and the Mare Owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such court and waives any objection to the venue in such court and waives any claim that any actions have been brought in an inconvenient forum.
- 5) This contract represents the entire agreement between the parties and is not assignable by Mare Owner without written permission of Stallion Owner. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Wisconsin, and shall be enforced and interpreted in accordance with the laws of said State. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

6) Additional Terms and Conditions: _____

MARE OWNER or LESSEE (Please circle One):

NOTE: If Mare is Leased, a Copy of APHA/PtHA/AQHA/JC Lease Agreement MUST be Attached.

Name: _____ Daytime Phone: _____

Address: _____ Evening Phone: _____

E-Mail: _____ Cell Phone: _____

Mare Owner/Lessee APHA/PtHA/AQHA ID #(s): _____

MARE OWNER/LESSEE SIGNATURE & DATE: _____

Copies included with contract at commencement: Mare's Registration Papers for all applicable Breed Associations & Lease Agreement (if applicable).

STALLION OWNER/AGENT SIGNATURE & DATE: _____



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SEMEN REQUEST FORM

Notification Date: _____ Anticipated Shipping Date: _____

Client Name: _____

Address: _____

Phone Number: _____

Email: _____

Shipping Preference (circle one): UPS FEDEX Either

Can you receive Saturday Delivery (circle one): YES NO

Nearest Airport for CTC: _____

Mare's Registered Name(s): _____

Breed Registry(ies): _____

Registration Number(s): _____

Stallion that you are breeding to: _____ IMPULSIFIED / MDR IMPULSIFIED

Name & Shipping Address of Vet/Contact Person Where Semen Will Be Sent if Different Than Above:

Vet's Name: _____

Vet's Address: _____

Phone Number: _____

Method of Payment (check one): Cash _____ Check _____ or Credit Card _____

CC Type (check one): VISA _____ MASTERCARD _____ DISCOVER _____

CC Number: _____ Exp. Date: _____ CVC Code: _____

Name on Card: _____

Billing Address (if different): _____

Signature: _____ Date: _____