



\*Incomplete Contracts/Payments will not be accepted or processed.

# Stallion Service & Breeding Contract

# COPY OF MARE'S REGISTRATION PAPERS MUST ACCOMPANY THIS CONTRACT.

The breeding season opens February  $10^{th}$  and closes July  $1^{st}$ .

Collection days: Monday, Wednesday, Friday (Stallion is Frozen Semen Only Unless Available)

Contract Owner/Customer:		
Billing Address:	City, State:	Zip:
Phone Number:	Email:	

I hereby agree to contract one service for the 2024 breeding season to the stallion, WhatUTalkinAbout, AQHA# 5968764

for the Mare

\_Breed & Reg # \_\_\_\_\_

Age\_\_\_\_Color and Markings

\*WhatUTalkinAbout is 6 Panel Negative\*

Fee Schedule: Completed contracts and payments are due at time of booking to reserve your breeding.

\_\_\_\_\_

\*3% surcharge will apply for all credit card payments and will appear on your receipt. All check/cash/debit card purchases will not apply.

- Breeding Fee of <u>\$2,000 payable to Justin Price Bear Paw Performance Horses LLC (Stallion Owner</u>)
- Chute Fee of <u>\$675 payable to Santa Lucia Farm (if stallion is unavailable, on-site frozen semen chute fee is</u> <u>\$800)</u>

# The following conditions shall prevail:

- If for any reason my mare does not settle, I will hold Santa Lucia Farm Inc. (SLF) and Stallion Owner harmless. I understand the breeding season opens February 10<sup>th</sup> and closes July 1<sup>st</sup>. The Customer should inquire of any stallion restrictions on their mare's first day of heat.
- 2) It is further agreed that should the above-named stallion die or become unfit for service during the initial breeding season of signing this contract, then this contract shall become null and void, and the Stallion Breeding Fee paid would be refunded less the shipping/reproductive fees.
- 3) This contract contains a Live Foal Guarantee for the initial contract year. A live foal is a newborn foal that stands and nurses without assistance. If the mare miscarries, aborts, or the foal is stillborn, SLF must be notified within (7) days with a statement from the attending veterinarian describing the incident. Return privileges will be available for the following season ONLY. If the Customer fails to return the following season, all fees paid will be forfeited, the right to rebreed cancelled, and Stallion Owner released from all further obligation of the contract. Breeding Fees and Chute Fees are non-refundable.
- 4) I will enclose a copy of registration papers (front and back) along with completed, signed contracts and Breeding Fee/Chute Fee Payments.
- 5) Is this an Embryo Transfer breeding? Circle Yes/No This contract provides for (1) Breeders Certificate. If multiple embryos are retrieved from one breeding, an additional Stallion Breeding Fee and discounted Chute Fee of \$300 will apply per embryo. SLF must be notified of the number of embryos transferred. If multiple embryos are desired, an additional contract is required for each embryo, along with a full additional breeding/chute fee. If Customer decides to freeze an embryo, it is their responsibility to notify when the embryo is frozen and when it is utilized.
- 6) Stallion Breeders Certificates will be issued when requested if all fees and bills have been paid in full.
- 7) <u>Semen is to be used ONLY FOR THE MARE STATED IN THIS CONTRACT</u>. No additional mares may be bred without contracts and prior approval. Client voids their rebreed privileges or future breeding privileges if broken.
- 8) I have read the foregoing and agree to the conditions.

Customer Signature:\_\_\_\_\_

Date

Santa Lucia Farm, Inc 1924 West Highway 154, Santa Ynez, CA 93460 (805) 688-3673 (Office) (805) 450-9951 (Breeding Cell) breeding@santaluciafarm.com





### **General Breeding Terms Continued:**

- Customer shall hold harmless Stallion Owner, Santa Lucia Farm Inc (SLF), and staff 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 semen shipment. This includes but is not limited to, any claims of damages, loss, or injury that may occur to any person or personal property.
- 2) All fees must be paid in full and mare's <u>REGISTRATION PAPERS and COMPLETE PAPERWORK</u> must be received by SLF prior to shipment or arrival of mare to clinic.
- 3) Mare Substitutions: There will be a <u>\$100 Administrative Fee charged each time for substituting mares</u> after receiving your first semen shipment. Substitutions must be made in writing via email with a copy of the new mare's papers.

### For Cooled Semen Shipments:

- 1) The Chute Fee of \$675 includes (1) Fedex Express Overnight Shipment, OR (2) at Farm Pick-Up Shipments, OR (1) Airport Counter to Counter Shipment (Airport Courier Fee \$225 NOT included in Chute Fee).
- Each additional shipment is \$300 and includes (1) FedEx Express Overnight Shipment, OR (1) at Farm Pick-Up Shipment, OR (1) Airport Counter to Counter Shipment (Airport Courier Fee \$225 NOT included). All fees MUST be paid prior to the semen being released.
- 3) If expedited shipping is requested (such as First Priority Overnight) or if FedEx shipping costs increase more than anticipated, additional shipping charges may apply.
- 4) For Airport Service Requests, SLF will choose the airline and flight which will best accommodate the shipment and confirm it is satisfactory with the recipient prior to shipment.
- 5) The Customer agrees that with each shipment request, their credit card on file will be charged for any additional fees not included in the original Chute Fee Payment on that day of collection. These collection and processing fees are non-refundable.
- 6) ALL CONTRACTS/PAPERWORK MUST BE IN 72 HOURS PRIOR TO ORDERING SEMEN.
- 7) SLF MUST be notified by 5pm PST the day prior to semen shipment. The request confirmation or cancellation for a shipment must be made by 8:30 am PST of the collection day. If confirmation is not received by 8:30am on the day of collection, your shipment will be CANCELLED. Do not leave messages on answering machines or voicemail as your only request. The customer should inquire of any stallion restrictions or schedules prior to their mare coming into heat.
- 8) Semen will be shipped to booked mares only on a first ordered, first served basis. Mares on the premise of SLF have priority for semen. <u>SLF makes no guarantee that cooled shipped semen will be available for a specific day</u>. Shipped semen requests should only expect one breeding dose. Two breeding doses will be shipped only if available.
- 9) The customer understands that <u>deliveries are not guaranteed</u> and agrees with the service conditions, declared value, and Limit of Liability of any courier service appointed by SLF.
- 10) The Equitainer or Box must be returned within 7 business days to SLF from the date received. After 7 days, the card on file will be charged a replacement fee of \$50 for a box and \$300 for an Equitainer. If any contents are damaged or missing, the total replacement fee will be charged.
- 11) SLF does not guarantee the fertility of any stallion but agrees to process each ejaculate to optimize 24-hour post cool motility and subsequently fertility. SLF shall not be held liable for contamination of semen during or after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit. It is recommended to inseminate the mare within 24 hours of semen collection.

### For Frozen Semen Shipments:

- 1) The Chute Fee of \$675 includes (1) shipment of frozen semen by Fedex Express 2-DAY SHIPPING. If expedited shipping is needed, ADDITIONAL SHIPPING CHARGES WILL APPLY.
- 2) For each additional shipment, **a flat rate of \$150** will apply <u>PLUS Fedex Shipping Costs TO AND FROM YOUR CLINIC</u>. Shipping costs vary, please request a shipping quote for pricing.
- 3) Customer should only expect 1 dose of frozen semen unless otherwise specified and agreed upon. Any unused semen remains the property of the Stallion Owner and must be returned to SLF at Customer's expense.
- 4) <u>SLF MUST be notified 48 hours prior to requested semen shipment date.</u> Frozen semen cannot be sent via airline flight. Semen shipment requests are on a first ordered, first serve basis and dry shippers are not guaranteed to be available on any particular day.
- 5) The customer understands that deliveries are not guaranteed and agrees with the service conditions, declared value, and Limit of Liability of any courier service appointed by SLF.

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- 6) The dry shipping container must be returned within 7 business days. If the container is damaged or missing parts, the customer will be charged the FULL replacement value. A late fee of \$25/day will be charged if the container is not returned within the 7 business days. Please use return label provided or ensure a declared value of \$1,000 when returning. If not returned within 2 weeks, the current market value of a new dry shipping container will be charged to the Customers' credit card on file.
- 7) SLF does not guarantee the fertility of any stallion and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit.

# For Canada Shipments/Frozen Semen Stored in Canada Currently:

- 1) The Chute Fee of \$675 includes the collection and semen processing for (1) Fedex Express Overnight Shipment.
- 2) Each additional shipment is \$300 each request.
- For Cooled Semen Shipments, <u>an additional fee of \$200</u> will be charged to cover international shipping charges, Health Certificates, Customs Fees and paperwork.
- 4) All Customers must pay with US funds via Credit Card (3% surcharge to apply), or Wire Transfer (\$50 surcharge fee per transfer).
- 5) Frozen Semen is unavailable for shipment currently. Some frozen semen is stored with West Hills, inquire with us to determine availability. For Canada Frozen Semen Customers, a Chute Fee of \$675 is due, there will be no additional fees for subsequent frozen semen requests within the same year of this agreement. If the mare doesn't settle, a new Chute Fee is due each Breeding Season.

### **ICSI Procedures:**

- 1) SLF must be notified of the number of embryos produced as soon as the ICSI procedure is completed, including the number of embryos transferred fresh and embryos frozen for future use.
- 2) Fees for additional embryos will be due when the customer has a recipient mare that is 120 days in-foal. With each additional pregnancy, the Customer owes a Stallion Breeding Fee and a discounted Chute Fee of \$300.
- 3) The Customer must notify SLF within 30 days of the embryos being transferred and when the recipient mare reaches 120 days in-foal. Any registry late fees incurred due to the Customer's failure to notify SLF on time will be the sole responsibility of the Customer.
- 4) For each embryo not reported at the time specified, a penalty of \$500 for administrative fees will be assessed.
- 5) For Frozen Embryos, the Customer will be required to pay the Stallion Breeding Fee in effect at the time the frozen embryos result in pregnancy.

### For Breedings Performed at SLF:

- 1) A Chute Fee of **\$675.00 for fresh semen** or **\$800.00 for frozen semen** is to be paid by Customer to SLF prior to any reproductive services or breeding and is **non-refundable**. If an airport service is necessary, an additional \$200 per shipment will apply for pick-up airport courier service.
- 2) The Chute Fee includes all palpations, ultrasounds, semen collections, and artificial inseminations performed at SLF for up to 45 days of one pregnancy. This Chute Fee does not include: breeding soundness exams, uterine treatments, sedation, hormone therapies, ovulatory agents, diagnostic testing, etc. The Chute Fee will cover two cycles bred with fresh or cooled semen or one cycle bred with frozen semen for the 2024 breeding season.
  - Additional cycles are billed at \$300.00 per cycle.
  - Reproductive work done to attain additional embryos or pregnancies will require an additional Chute Fee.
- 3) Embryo Transfers: Embryo Transfer Customers must also sign a separate contract for the recipient mare and syncing process, either with SLF or their own facility. Embryo Flushes will be \$500 for up to (2) flushes, then \$400 for each additional flush if no viable embryos are recovered in the first two tries.
- 4) Vaccinations, deworming, and farrier history must be provided upon the mare's arrival. Vaccinations must be current within 90 days and shall include Encephalitis, Tetanus, Influenza, Rhinopneumonitis, West Nile and Strangles(optional). Mares arriving to SLF with inadequate vaccination/deworming history will be vaccinated/dewormed at the Customer's expense at the time of arrival. The mare/foal will be provided farrier services as needed and dewormed every other month at the Customer's expense while at SLF regardless of history.
- 5) SLF agrees to provide board, feed, and general care services for the Mare covered in this agreement. Feed includes alfalfa hay and 2 lbs. TDI-10 daily. The Customer agrees to pay SLF's published rates, which shall not be increased without thirty days prior notice thereof. All board, veterinary procedures, and/or medications are billed monthly and payable upon receipt.

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- 6) Customer agrees that he/she has made him/herself familiar with the facilities at SLF and approves of the care provided. If any other services are required or desired by Customer, they shall be specified in writing to SLF when the Mare is delivered.
- 7) <u>SLF's present rates are as follows, these rates will be billed with monthly board:</u>

Paddocks \$25/day	Owner Supplied Supplements \$1/day	Foaling Fee \$700
Covered Stalls \$35/day	Grass Hay \$5/feeding	Foal at Side \$1/day
Additional Grain \$3/da	y Aquatread Therapy \$35/session	Rehabilitation Stalls \$40/day

\*Additional Grain is recommended for pregnant and lactating mares

- 8) Customer authorizes SLF to provide any veterinary services necessary or proper for the mare/foal's well-being at the Customer's expense. SLF agrees to attempt to contact Customer should any emergency with the Mare or her offspring occur.
- 9) Customer agrees that SLF and its employees will not be held responsible for accidents, injury, sickness, or death to the Mare and/or foal whether from flood, fire, theft, or any other reason. This includes but is not limited to any claims of damages, loss or injury that may occur to any person or personal property.
- 10) In the event of any injury or death to the mare/foal the Customer will look solely to his/her own insurance. In the event anyone assesses a cause of action because of injury or death to the mare/foal, SLF shall be indemnified and held harmless from any such cause of action including cost of defending same. If it should become necessary for SLF to retain legal counsel to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due, the Customer will pay SLF all expenses and costs including reasonable and necessary attorney's fees incurred by SLF in enforcing this contract.
- 11) Customer understands that all Stallion Breeding Fees, board, reproductive, and veterinary expenses must be **paid in full before the mare/foal will be released from SLF.**
- 12) <u>SLF Customer Visiting Hours: 8am-5pm Only</u>. To lessen unnecessary traffic, better manage equine patients, and protect staff, we are implementing visiting hours. Please notify us when you plan to visit and come during these listed hours. During your visit, please be courteous and respectful of our doctors and staff, and their time with other appointments/patients.
- 13) SLF shall attempt with reasonable diligence to settle the Mare. If, however, for any reason the Mare does not settle, Customer will hold SLF harmless.
- 14) If Customer's account with SLF becomes more than 30 days past due, then upon 10 days written notice to Customer at the address listed herein above, SLF may sell some or all the horses at public auction and/or private sale in a commercially reasonably manner. SLF shall be entitled to retain from the proceeds of said sale an amount equal to the past due balance of Customer, SLF's actual costs and attorney's fees relating to Customer's default and, if any of Customer's horses remain in SLF's care, custody and control, an amount sufficient to compensate SLF for 6 months of board and care for any remaining horse(s). Any balance left from said sale shall be paid to Customer.

#### For mares being leased for breeding purposes:

() Customer is not the owner or does not have full title and registration of the above-described mare. The name, address, and telephone number of the owner/lien holder of said mare is

#### For customers using an acting agent:

(\_) Customer authorizes agent hereby named \_\_\_\_\_\_ to make reproductive, financial, and veterinary decisions for the above-named mare and her offspring. Agent Phone Number: \_\_\_\_\_\_

CREDIT CARD AUTHORIZATION: I hereby authorize Santa Lucia Farm, Inc. to charge the following credit card for charges not prepaid. This card will automatically be charged with each service as needed. <u>\*We impose a surcharge of 3% when paying by</u> <u>credit card,</u> which is not greater than our cost of acceptance. The adjustment will appear on your receipt. All purchases made with a debit card/cash/check will not include a surcharge. \*\* Surcharge will go into effect 1/1/24 \*\*

Name on Card:			_Billing Address for Card:			_
Debit Card?	<u>YES / NO</u>	Card Number:		Exp:	CVC:	
*If mare is stay	ving at SLF, do you w	ant your cc charged mo	onthly with each statement automatic	ally? <u>YES /</u>	<u>/ NO</u>	

By signing below, the customer has read and agrees with all conditions stated on pages 1-5 of this contract and understands that Santa Lucia Farm Inc. is not liable for any damages whether direct, incidental, special, or consequential.

Customer Signature:

Date





# 2024 On Farm/Shipped Semen Information Sheet

## **Customer Information:**

Contract Owner/Customer:		
Billing Address:	City, State:	Zip:
Phone Number:	Email:	
Shipment Information: For Transported Semen,	must be filled out completely to	o guarantee shipment.
Veterinary/Breeding Clinic Name:		
Contact Name:	Phone Number	r:
Shipping Address:	~! ~	):
Saturday Delivery Address:		
Veterinarian Email for Tracking:		Closest Airport Code:
Special Delivery Instructions:		
Additional Shipping Addresses (if needed):		
Contact Name:	Phone Number	r:
Shipping Address:	City, State, Zip	):
Saturday Delivery Address:		
Veterinarian Email for Tracking:		Closest Airport Code:
Special Delivery Instructions:		

# **MARE INFORMATION:**

#### Mare's Registered Name and Number:

6 Panel Test Results:	Carry or Embryo Transfer:		
For on-site mares			
Stall or Dry Lot:	Multiple Embryos:		
Does this mare require Regumate or other Progesterone	Medications needed:		
Supplementation?			
Feeding/Special Instructions:	Last Vaccinations Received and Date:		

### \*IN CASE OF EMERGENCY, IS MARE INSURED: YES / NO

IF SLF CANNOT ESTABLISH COMMUNICATION WITH CUSTOMER, and emergency surgery such as colic or cesarean section is recommended, do you authorize this surgery at a minimum cost of \$15,000?: yes / no

Mare/foal would be taken to Alamo Pintado Equine Clinic in the event of emergency unless otherwise specified here.

# For SLF Office Use Only: DO NOT FILL IN

For SEF Once use only: DO NOT FILL IN					
Shipments	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>
Date					
Fedex					
Airport					
<b>Cooled/Frozen</b>					
Billed					
Results					