

## STALLION BREEDING CONTRACT

### **FRECKLED LEO LENA Standing at WASHINGTON ANIMAL CLINIC**

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[wacvet@hughes.net](mailto:wacvet@hughes.net)<http://washington-animal-clinic.com>

**Freckled Leo Lena, L.L.C.**, P.O. Box 490, Chappell Hill, Texas 77426

Felicia Mancuso, 713-248-2937 [mancuso76@gmail.com](mailto:mancuso76@gmail.com) [www.freckledleolena.com](http://www.freckledleolena.com)

Raymond Shumate, 936-870-8561, [shumateraymond@gmail.com](mailto:shumateraymond@gmail.com)

This agreement is made on \_\_\_ day of \_\_\_\_\_, **2016** between Freckled Leo Lena, L.L.C., "Stallion Owner" and "Mare Owner" \_\_\_\_\_ address \_\_\_\_\_.

**1. "Mare"** \_\_\_\_\_ Reg. \_\_\_\_\_, Breed \_\_\_\_\_ Color \_\_\_\_\_ will be bred to **Freckled Leo Lena**, Reg.#4553707, standing at Washington Animal Clinic (WAC). This breeding will be: \_\_\_\_\_ shipped/cooled semen, \_\_\_\_\_ on-site Artificial Insemination at WAC, or \_\_\_\_\_ frozen semen breeding. Embryo Transfer to be performed? YES \_\_\_ NO \_\_\_. If yes, by: \_\_\_\_\_.

**Mare is currently** \_\_\_\_\_ **Open** \_\_\_\_\_ **Foaled** \_\_\_\_\_ **date**. **Mare owner must notify WAC of pregnancy status of mare upon signing contract.**

**2. A copy of registration papers front and back MUST be provided before breeding or semen shipment and \_\_\_\_\_ are attached/\_\_\_\_\_ will be provided.** Mare Owner warrants that it is the owner of record of the mare. If Mare is not registered, Stallion Owner may refuse to breed; however, DNA type/parentage verification and proof of ownership may be considered by Stallion Owner.

**3. Fees and Charges:** Fees are payable by Mare Owner to WAC or "Felicia Mancuso as agent for Freckled Leo Lena, L.L.C." Stallion Service Fee is \$2,000 (discounted to \$1,000 for contracts prior to 3/31/2016) plus a \$500 non-refundable Chute Fee and shipping charges. Any donated or auction breedings require payment of full chute fee and all shipping charges. The Chute/Collection Fees are not waived or refunded if mare does not become pregnant. Insemination of mare does not guarantee pregnancy of mare. Mare Owner agrees to use all cooled semen provided by this Agreement for the Mare named in this Agreement and no other mare.

**4. For ON-Site Breeding at Washington Animal Clinic:**Chute Fee shall include all reproductive exams, stallion collections and insemination fees. This fee does not include board, medications or diagnostic tests. If mare is not in foal after inseminations through three (3) normal cycles, mare's reproductive status will be evaluated by WAC. If mare is deemed unsuitable for breeding, WAC is under no obligation to perform further inseminations and stallion owner may terminate agreement. WAC shall provide suitable facilities for the care and feeding of mare and/or foal and Mare Owner understands that horse breeding is an inherently unpredictable activity and despite WAC's best efforts mare and/or foal may suffer injuries, illness or death, and Mare Owner will hold Stallion Owner, WAC, their owners, agents, and employees harmless from any damages.

Before delivery of the mare to WAC, Mare Owner must provide the following for each mare: **negative Coggins test, negative uterine culture, deworming, and any other health and reproductive records reasonably deemed necessary by WAC for the care and health of the Mare and her foal.** Failure to furnish these health documents will be authorization for WAC to perform such services as deemed necessary for the Mare's well being at Mare Owner's expense or may provide a basis for WAC or Stallion Owner to refuse to accept mare at WAC's discretion.

**5. For Shipped Semen:** Chute fee includes two (2) shipments and the mare owner or veterinarian must notify WAC at least 24 hours prior to day of collection. More notice is requested when possible. Any shipping charges by FedEx, courier, or airline counter-to-counter fees are sole responsibility of mare owner. Additional shipments will have a \$200 collection fee plus shipping charges. It is required that only a Licensed Veterinarian receive transported semen and inseminate mare. Additional fees apply to International &/or Frozen semen shipments.

Stallion Owner or WAC may refuse to make any shipment if Stallion Owner or WAC believes that the mare is not healthy and in sound breeding condition. Stallion Owner and/or WAC do not guarantee the condition of the shipment of semen upon arrival. Upon receipt of the shipment, veterinarian must notify WAC immediately of any concerns regarding the condition of the shipment, packaging, etc. Mare owner and veterinarian shall use reasonable diligence to settle mare, if however, for any reason mare does not settle, Mare owner will hold Stallion Owner and WAC harmless. Semen will not be shipped on a mare for which acceptable culture results are not provided or which has culture results indicating in the judgment of Stallion Owner or WAC that the mare is reasonably unlikely to be bred or carry a foal. In the event of such culture results, mare owner will make reasonable efforts to have the mare treated in such a way as to generate acceptable culture results.

**6. Breeding of Mare by Transported Semen:** Stallion Owner and WAC reserve the right to provide frozen semen. Frozen semen is available in Australia and will be used for shipments to Canada due to the potential delay with shipping, customs, etc. Frozen semen may be offered on a very limited basis in the event stallion is unavailable for collection due to breeding or other commitments. There is no guarantee that frozen semen will be available. The receiving veterinarian MUST be experienced in the use and handling of frozen semen. Frozen semen will only be shipped on a limited basis and only after notification to veterinarian and mare owner. Mare owner may elect to breed mare on a different cycle to accommodate the stallion availability. **AS THE USE OF COOLED & FROZEN SEMEN IS AN EMERGING TECHNOLOGY, MANAGEMENT AND FRECKLED LEO LENA, LLC MAKE NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE COOLED or FROZEN SEMEN, INCUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. MANAGEMENT AND FRECKLED LEO LENA, LLC MAKE NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE COOLED SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY, OR CHARACTERISTICS NOR DOES MANAGEMENT OR FRECKLED LEO LENA, LLC WARRANT OR GUARANTEE THAT THE SHIPPED SEMEN WILL BE FIT FOR THE PURPOSE FOR WHICH IT WAS INTENDED.**

**7. Condition and treatment:** Mare Owner agrees that when delivered to WAC or when a cooled semen shipment is requested, the Mare will be healthy and in sound breeding condition.

**8. HERDA Notice & Guarantee:** Freckled Leo Lena, LLC will not knowingly breed to a HERDA positive mare and reserves the right to require a HERDA test prior to breeding and to refuse stallion services. Although some pedigrees more commonly result in HERDA carriers (N/Hr), all mare owners are encouraged to obtain a HERDA test through their veterinarian. In the event a HERDA carrier mare is inadvertently bred, the foal produced from this breeding must be tested before three (3) months of age. If the foal tests POSITIVE (H/H) for the HERDA gene, no Breeder's Certificate will be issued. In the event a Breeder's Certificate was issued prior to testing, the owner must return the breeder's certificate (if not yet registered) or the registration papers and a signed transfer to Stallion Owner along with the foal, if still living. Stallion Owner will issue a complimentary breeding to a different mare belonging to the mare owner. If the mare owner does not own another mare mutually agreed upon to be an acceptable cross on Freckled Leo Lena, then the stallion service fee will be returned to the mare owner (less the chute fee). For additional information on HERDA contact your veterinarian, WAC, UC Davis, or Stallion Owner.

**9. The Breeding Season** is from February 15, 2015 to June 30, 2015 at which time all semen shipments and inseminations will discontinue.

**10. If mare fails to conceive or aborts the pregnancy,** the mare may return the following breeding season ONLY. All rebreeds are subject to additional payment of full Chute Fee and shipping charges. If mare dies or is unfit to breed, a suitable mare may be substituted with stallion owner consent for the following breeding season ONLY without paying stallion fee. Chute Fee and all additional fees apply.

**11. 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 management within 48 hours of transfer of embryo(s). If embryo transfers result in multiple pregnancies, then Mare Owner must pay management the Stallion Service Fee for EACH pregnancy. Payment is due when mare(s) carrying the additional foal(s) is 30 days safe in foal.

**12. Late Payments and Security Interest:** Mare Owner may be charged interest calculated at a monthly rate of 1 ½ % for any invoiced expenses and fees not received by Stallion Owner or WAC on or before the due date. The Mare will not be released until the Stallion Service Fee, all veterinary expenses, board bills, and any other charges incurred on behalf of the Mare or her foal have been paid to management in full. To secure the Payment of these fees and expenses, Mare Owner grants a security interest in the Mare or her foal to Stallion Owner (to be perfected by filing a copy of this Agreement), and management has no obligation to release the Mare and the foal to Mare Owner or to issue a Breeders Certificate until Mare Owner has paid all the fees and expenses incurred on behalf of the Mare and her offspring. Mare Owner assumes and agrees to pay all charges, expenses, and attorney's fees and related costs incurred in the collection of this balance. If this account is not paid within 90 days of billing, Management may foreclose and sell the Mare and her foal, if any, pursuant to the UNIFORM COMMERCIAL CODE at either public or private sale and apply the proceeds first to all attorney's fees and costs of sale incurred in relation to the foreclosure of the security interest and the balance to outstanding amounts owed to Stallion Owner. Further, in this event, Mare Owner agrees to deliver to management the original registration papers and properly executed transfer papers on the Mare and her foal. If Mare Owner refuses to execute all necessary transfer documents and deliver registration papers after default, Mare Owner agrees to pay the greater of \$500.00 to cover the cost of obtaining a new registration certificate or the actual amount necessary to cover these costs.

**13. Insurance:** Management and WAC will not carry insurance on the Mare and her offspring. Mare Owner may carry insurance on these horses as it so chooses. If the Mare is bred on-site and if Mare Owner elects to insure the Mare and her offspring, then Mare Owner shall inform its insurance carrier of the location of the horses and shall provide management with insurance carrier information.

**14. 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 Stallion Owner) during the subsequent breeding season. Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this Agreement, without prior written consent of Stallion Owner. Any attempted assignment without the prior written consent of management will, at the option of management, terminate this Agreement and release Stallion Owner from all obligations hereunder. "Live Foal" means that the foal resulting from the breeding, stands and nurses without assistance and lives for twenty-four (24) hours. This return breeding privilege is conditioned upon Mare Owner giving management written notice within one week, seven (7) days after the foaling or aborting that the mare did not produce a live foal. 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, if issued. An additional \$450.00 Chute Fee will be charged for the Mare on this return breeding privilege. Mare Owner is responsible for paying Management all of the other applicable charges listed above that are incurred on behalf of the Mare and her foal. This

return breeding privilege is void and management will be released from all liability if (1) the Mare was not checked in foal at 30-days by a licensed veterinarian, unless approved by management, or (2) the Mare is sold by the Owner prior to foaling, unless management has been informed of the sale and approves the transfer of the live foal guarantee, or (3) if Mare is returned to work or show.

**15. Termination:** If the Stallion dies or becomes unfit for breeding in the opinion of Stallion Owner, this agreement will, at the option of Stallion Owner, immediately terminate, but Mare Owner shall continue to be responsible for payment to Stallion Owner or WAC for all expenses incurred by Stallion Owner or WAC on behalf of Mare Owner prior to the Mare and her offspring being removed from WAC. The Stallion Service Fee will be refunded, and Stallion Owner, WAC and Mare Owner will be released from any further obligations under this agreement.

**16. Waiver of Claims:** Mare Owner waives all claims against Freckled Leo Lena, L.L.C., Felicia Mancuso, Raymond Shumate, WAC and Bruce Buenger, D.V.M. and any of their agents or employees, for the sickness, injury, or death of the Mare and her offspring arising in any way from the actions or omissions of any of them or their agents.

**17. 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, and the parties agree that all of the terms and provisions of this agreement are deemed performable in Washington County, Texas for venue purposes in the event of litigation. The parties agree that any legal action brought under this agreement or pertaining to the subject matter of this agreement can only be brought in Washington County, Texas.

**18. Notices:** Notices under this Agreement must be delivered personally, by certified mail, return receipt requested, an overnight delivery services with tracked confirmation of delivery, or by fax with fax confirmation of receipt to the address set forth below for Mare Owner and the address set forth above for Freckled Leo Lena, L.L.C., Stallion Owner. Notices are deemed given at the time indicated by confirmation of receipt or upon hand-delivery. Either party may change its address by written notice to the other party.

**Freckled Leo Lena, L.L.C.**

**Mare Owner**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Mare owner or authorized agent

DATE \_\_\_\_\_  
Circle Agent signing for Freckled Leo Lena, L.L.C  
Bruce Buenger, D.V.M for  
Washington Animal Clinic (WAC)  
Felicia Mancuso for Freckled Leo Lena, L.L.C.  
Raymond Shumate, Stallion Manager

\_\_\_\_\_  
Printed name of Mare owner or agent  
Billing/Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_  
Cell Phone # \_\_\_\_\_  
Alternate Bus. Or Home Phone \_\_\_\_\_