

DON CARUSO
Fresh Semen Breeding Agreement
2018

THIS AGREEMENT made this _____ day of _____, 2018, by and between Oak Hill Ranch, P.O. Box 957, Folsom, LA 70437, hereinafter referred to as "OHR" and

_____, hereinafter referred to as "Mare Owner".

_____ (Address of Mare Owner)

_____ (Phone of Mare Owner)

_____ (Fax/Email of Mare Owner)

WHEREAS, Mare Owner wishes to breed the mare _____, whose registration number is _____, and breed is _____ to the stallion **DON CARUSO**, Danish Warmblood Stallion, Registration Number DVH800 under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the above, the parties agree as follows:

FEES: Mare Owner agrees to pay the following fees for services under the terms and conditions described in this Agreement.

- **INITIAL DEPOSIT:** A non-refundable deposit of **\$500.00** is payable upon execution of this Agreement. The deposit will be applied toward the Stallion Service Fee.
- **STALLION SERVICE FEE:** The Stallion Service Fee of **\$2000.00** is payable in advance of the Mare arriving at OHR for service, or any shipment of semen.
- **COLLECTION FEE:** Mare Owner agrees to pay a **\$400** Collection Fee to OHR, per collection, by stallion used for breeding Mare.
- **BOARDING and OTHER FEES:** Mare Owner agrees to pay for all boarding and miscellaneous service fees as described, including but not limited to, boarding, transportation, lights, feed/hay upcharges, and farrier services. Greene, Lewis and Associates will bill Mare Owner directly for all veterinary service fees incurred as a result of breeding Mare as well as any other required veterinary care during the time Mare is boarded at OHR. If mare is not boarded at OHR, shipping costs will be billed by, and paid directly to OHR. Otherwise, Mare Owner's FedEx number may be supplied to OHR for shipping costs to be directly billed to Mare Owner by FedEx.
_____ FedEx Number

MARE CONDITION AND MANAGEMENT:

- Prior to breeding, Mare Owner must present OHR with a clean (negative) uterine culture and a certificate from a licensed veterinarian that Mare is in good health and sound breeding condition.
- Mare Owner must present OHR a negative coggins for Mare prior to arrival at OHR, if boarding.
- Mare Owner assumes all responsibility for the condition of the Mare and shall bear all risk of loss to the Mare, whether by death, injury, disease, accident, infection, disease or otherwise, and will hold OHR, its employees, assigns and heirs harmless for any and all damages herewith.
- Mare Owner agrees to care for Mare during her pregnancy in a manner which represents good animal husbandry, by following standard acceptable practices, including, but not limited to, proper nutrition, vaccinations which must include Rhinovirus vaccine at 5, 7 and 9 months as well as routine pre-foaling vaccinations. Failure to comply with these requirements will nullify rights to return service or refund.
- Mare Owner will have Mare checked by veterinarian for pregnancy at 14-17 days, 30-40 days and 55-60 days and will report the results to OHR.

LIVE FOAL GUARANTEE: The parties agree that this Agreement includes a Live Foal Guarantee.

- A Live Foal is defined as one who stands and suckles.
- If the Mare fails to produce a live foal, the Mare is entitled to return for service for one (1) subsequent breeding season only. Mare Owner will present to OHR a certificate from a licensed veterinarian stating the date and expected cause of the foal's death. If there is a loss of pregnancy following the 60 day pregnancy check, OHR must be notified, in writing, by a licensed veterinarian, of such loss.
- Should such a loss occur, Mare Owner agrees and understands that the Live Foal Guarantee is for the Stallion Service Fee only. All other costs of collections, shipping, veterinary fees, etc. are the responsibility of Mare Owner.

OTHER TERMS AND CONDITIONS:

- This Agreement is for the current breeding season only.
- This Agreement is not transferrable or assignable by either party.
- In the event the Stallion dies or becomes unfit for service prior to conception, Mare Owner will be offered frozen semen from the same stallion to fulfill the terms of this Agreement. Or, if by mutual consent of the parties, this Agreement will become null and void and the Stallion Service Fee (minus the Initial Deposit) will be refunded to Mare Owner.
- In the event the Mare dies or becomes unfit for service prior to conception, Mare Owner may, by mutual consent of the parties, elect to substitute another mare or have the Stallion Service Fee (minus the Initial Deposit) refunded.

This Agreement shall be interpreted in accordance with the laws of the State of Louisiana and shall be interpreted and governed by those laws.

IN WITNESS WHEREOF, by the signatures below, the parties have entered into this Agreement and understand the rights and limitations set forth herein.

Mare Owner

Date

OHR

Date

****If shipping to address other than Mare Owner, please provide shipping address****

Ship to:

_____ Name

_____ Address

_____ City, State, Zip

_____ Recipient Phone Number