



## Stallion Service Contract

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between Pioneer Equine Hospital, Inc. a California corporation with its principal office at 11536 Cleveland Avenue Oakdale, CA 95361, the Stallion Owner and as Mare Owner of the mare identified below;

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

for one service to the stallion **FOXY BLUE JAY**, Registration# **5772610**, either on-site at Pioneer Equine Hospital or shipped cool semen during the 2021 breeding season (March 1<sup>st</sup>, 2021 to June 1<sup>st</sup>, 2021), as described and according to the terms set out below. If the Owner identified above is an entity other than an individual person, or if there are multiple owners for the mare covered by this Agreement, the individual executing this Agreement warrants that s/he is legally authorized to act on behalf of the Owner or additional owners for the purposes of arranging breeding services and entering into this Agreement.

The Mare: The Owner wishes to engage PEH to provide services with regard to the following horse (please also attach a copy of mare's registration papers):

Registered Name: \_\_\_\_\_ Breed Registry: \_\_\_\_\_ Registration #: \_\_\_\_\_ Year foaled: \_\_\_\_\_

1. Mare Owner agrees to pay a non-refundable booking fee of \$250.00 made payable to Maxine Naphan to reserve a breeding for the 2021 breeding season, which shall be credited against the Stallion Service Fee. This fee is included in the breeding fee and is not an additional fee.
2. The Mare Owner agrees to pay \$850.00 made payable to Maxine Naphan for the stud fee and \$500.00 to Pioneer Equine Hospital for Chute Fee (See Paragraph 4 or 5 for Chute Fee details). Stud Fee and Chute Fee are to be paid in full prior to the semen shipment or mare being bred on-site. Use of a credit card for payment will incur a surcharge of 3%.
3. Stallions are collected on Monday, Wednesday and Friday. The only exception to the schedule would be holidays falling on a collection day. If this happens, the stallion would be collected the next business day.
4. Stud Fee does entitle the Mare Owner to a Live Foal Guarantee. The Mare Owner is entitled to a "live foal" conceived from this breeding that will stand and nurse after foaling without assistance and lives for (24) hours. If the mare is found not in foal, or delivers a still born, the Mare Owner is allowed a Rebreed Contract if Pioneer Equine Hospital is notified within (30) days of discovering the mare is open or foal is stillborn. With the notification there must be a statement from a licensed veterinarian. A Rebreed Contract will apply to the following breeding season only, and Stud Fee will be nonrefundable. Live Foal Guarantee will be null and void if the Mare Owner does not give ample opportunity to settle the mare. Stallion Owner will also be released from Live Foal Guarantee if mare is sold without notifying the Stallion Owner and providing new owner contact information. With Rebreed Contract the Mare Owner is required to pay another Chute Fee prior to servicing the mare and all other veterinary related fees and board will still be the Mare Owner's responsibility.
5. If mare is bred On-Site, the Mare Owner agrees to pay all board charges and veterinary expenses that are not included within the Chute Fee before the mare is released from Pioneer Equine Hospital and Pioneer Equine Hospital may breed and treat the mare however deemed appropriate to complete this agreement. The Mare Owner understands that the Chute Fee will cover semen collections needed for conception. The Mare Owner is aware that all rectal palpations, rectal ultrasounds, artificial inseminations, medications and treatments will be at the Mare Owner's expense, and the Stallion Owner is not held liable for any charges incurred while breeding the mare. The Mare Owner understands that Pioneer Equine will diligently try to settle the mare, or produce a viable embryo for transfer, but if they are not able to, Pioneer Equine Hospital shall be held harmless.
6. If the mare is bred with Shipped Semen, the Mare Owner understands the Stud Fee and the Chute Fee must be paid in full before any semen is shipped and the charged Chute Fee will include either (2) on-site pickups, (1) Overnight FedEx delivered cooled semen shipment or (1) Overnight FedEx shipment of frozen semen if available. Counter to counter delivery of cooled

shipped semen is an additional \$200. If the mare does not settle, or conceive a pregnancy via embryo transfer, from the Chute Fee included shipments, the Mare Owner agrees to pay a fee of \$350 per Overnight FedEx shipment, \$500 per Counter to Counter shipment or \$200 per on-site pickup. Each delivery will include all collection and shipping charges. Every attempt will be taken to deliver the semen to mare owner in good condition, but once shipment leaves Pioneer Equine Hospital, they cannot be held responsible for untimely delivery or condition of cooled semen. The Mare Owner is also aware that On-Site mares will receive priority, next will be Counter to Counter deliveries and then FedEx deliveries; therefore there is NO guarantee that semen will be available for any specific day. Depending on demand, Mare Owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available. If fresh semen is not available, the Mare Owner has the option of receiving frozen semen if available. Any unused frozen semen remains the property of the Stallion Owner and must be returned to Pioneer Equine Hospital at the Mare Owners' expense. Semen orders must be requested by 9am PST on the day of collections sent via FedEx or the day prior for Counter to Counter.

7. Embryo transfer. The Mare Owner understands that if an embryo transfer is performed and multiple embryos are recovered during the embryo harvesting, the Mare Owner will be held accountable for an additional Stud Fee \$850.00, within (60) days of confirming pregnancy in order to receive a certificate for the additional foal(s). If a conception from a multiple embryo harvest does not produce a Live Foal after the Mare Owner pays for the additional Stud Fee(s), it is the Stallion Owners discretion to refund the Stud Fee for the additional conceptus or allow it to be counted as a Rebreed for the following breeding season.
8. It is further agreed that if the mare dies before producing a live foal or becomes unfit to breed before being pronounced safe in foal, a substitute mare will be allowed for the current breeding season or the following season only. No Stud Fee will be refunded. In case the stallion becomes unserviceable for whatever reason, Stallion Owner can utilize frozen semen if available to satisfy the terms of the contract for (1) year following the season the stallion is deemed to be unserviceable.
9. The Mare Owner understands that care will be taken for both the mare and/or foal presented to Pioneer Equine Hospital, to prevent accident, sickness, injury or death and that the Mare Owner will not hold Pioneer Equine Hospital, its owners, employees, the Stallion Owner or any of their employees responsible if any such occurrences should arise. It is understood that Pioneer Equine Hospital, 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.
10. Pioneer Equine Hospital and affiliated Stallion Owner 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 Pioneer Equine Hospital. The Mare Owner shall be responsible and hereby agree to pay for all legal fees and/or attorney/court costs incurred by Pioneer Equine Hospital or the affiliated Stallion Owner to enforce this agreement or any portion thereof. It is expressly agreed that this contract is performed in Stanislaus County, California and venues for any actions hereunder will be in Stanislaus County, California.
11. No mare will be bred, and no semen will be shipped without a completed Stallion Service Contract that is signed by the Mare Owner and the Stallion Owner or agent of the Stallion Owner. At this time the contract will be a binding contract on both parties, subject to the above terms and conditions.
12. All shipping boxes and Equitainers must be returned to Pioneer Equine Hospital, at the Mare Owner's expense within 5 business days of the shipment. There will be a charge of \$50 for shipping boxes or \$300 for Equitainers for shipping containers that are not returned.
13. Shipping information:
  - a. Name: \_\_\_\_\_
  - b. Address: \_\_\_\_\_  
\_\_\_\_\_
  - c. Phone Number: \_\_\_\_\_
  - d. Email Address: \_\_\_\_\_
  - e. Saturday Delivery: YES or NO (circle one)

Mare Owner (*please print*): \_\_\_\_\_ Stallion Owner or Agent: \_\_\_\_\_

Signature of Mare Owner: \_\_\_\_\_ Signature of Stallion Owner or Agent: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_