

# Breeding Contract

This agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_ between Regine Brockway of JRB Friesians (Stallion Owner) and \_\_\_\_\_, herein referred to as Mare Owner.

Mare Owner and Stallion Owner agree to the following:

JRB Breeding Season starts on March 15th and ends August 31st of each year. It is understood that shipped semen is to be used only for the mare specified in this contract. If the stallion should die or become unfit for breeding, the stud fee and booking fee less expenses shall be refunded to the mare owner.

Collections will commence every Monday, Wednesday & Friday. Please call Saturday or Sunday for a Monday collection (This semen is good for Tues or Wed insemination). Call Monday or Tuesday for Wednesday collection (This semen is good for Thurs or Fri insemination). Call on Wednesday or Thursday for Friday collection (This semen is good for Saturday or Sunday insemination.) and before 10 am Pacific Time.

The Mare Owner will be responsible for all costs involved in collection, processing and shipping once an order has been placed. Orders cancelled after the stallion has been collected will be billed.

Fees for collection and processing are set for \$ 250.00 per collection. Shipping charges will be billed at cost. Semen will be shipped with FedEx during the week. Since it takes an extended period of time to get qualified by the airlines to ship cooled semen, we will be using Airnet ([www.airnet.com](http://www.airnet.com)) to fulfill same day shipping of semen. These charges will also be billed at cost, but please be aware that they are more expensive!!!! JRB Friesians assumes no responsibility for the loss of semen or semen viability caused by the carrier.

The Mare Owner is responsible for the return of the Equitainer within 5 working days after receipt. Equitainers not returned in its original conditions will be replaced and billed to the Mare Owner. The cost of a replacement Equitainer is \$ 250.00. **It is advisable to obtain insurance on the return shipment.**

The Breeding Fee for Tjesse 400 is set at \$ 1250.00 for Purebreds and \$ 1000.00 for Non-Friesians. There will be a \$ 250.00 discount for Star Mares and/or multiple mares. All stud fees & deposits must be received before the semen will be shipped. This can be done by certified funds or wire transfer. Please inquire about account information!

In consideration of the mutual promises contained herein, the parties agree as follows:

Your mare will be artificially inseminated. (We do not offer live cover) If you require same day shipping, you will be responsible for the entire fee charged by Airnet in addition to the collection fee.

If the semen arrives damaged or is lost in transit, the Mare Owner will not be charged for the collection or the shipment as long as Federal Express is utilized for the shipment. JRB Friesians cannot be held responsible for errors in transport caused by any of the major airlines since it is impossible to recover costs from the airlines.

Semen will only be shipped to mare owners and their veterinarian. The veterinarian must certify that only the mare specified in this contract was utilized and all unused semen was destroyed. This contract is non-transferable without prior written approval from JRB Friesians.

The mare shall be of healthy and sound breeding condition. A veterinarian health certificate and uterine culture are highly recommended prior to shipping semen. If mare fails to settle in foal after two cycles, Stallion Owner may require Mare Owner to obtain a current reproductive exam/uterine culture and cytology prior to any further shipments.

Mare Owner agrees to return shipping container within (48) hours of use. After (5) days of no receipt of container, the Mare Owner agrees to pay Breeder \$50.00 dollar late fee per day until the container is received. Day one is when the container leaves JRB Friesians.

JRB Friesians must receive reasonable notice of desired collection and shipment date. There will be an extra \$50.00 charge for less than 20 hour notice. The stud fee is due in full upon execution of this contract. Any balance regarding collections and shipping will be billed upon pregnancy at 45 days. Any balance due that has not been paid within 60 days is subject to a 10% interest charge on the unpaid balance per month.

This contract contains a "live foal guarantee." If Mare owner does not receive a live foal as that stands up and suckles the mare. Mare owner will receive a return breeding privilege for the following season provided the mare owner notifies the Stallion owner within 15 days of loss and sends Stallion owner confirmation of death and cause of death signed by licensed Veterinarian. If payment in full is not received before Dec 1st in the current breeding season, this live foal guarantee will be void.

The mare owner shall assume all responsibilities for the condition of the mare and shall bear all risk of loss or damage to the mare including but not limited to, death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination.

The mare owner therefore holds harmless JRB Friesians, its owner, employees, agents, and officers from any liability for any and all damages associated therewith. The Mare Owner hereby agrees to pay all expenses and fees incurred by JRB Friesians in defending any claims for which the mare owner has agreed to release, discharge, indemnify and hold harmless JRB Friesians, its owner, employees, agents, officers.

This Agreement and any dispute arising from the relationship between the parties to this agreement shall be governed by the laws of the State of Washington. Any dispute that arises under or related to this agreement (whether contract, tort or both) shall be resolved in the Superior Court for the County of King, State of Washington.

Costs:

**FRESH SEMEN**

All costs involved will be charged to the Mare Owner. The vet fee for each collection is \$250.00 plus the round trip cost of shipping the container which will be at cost.

Please make sure you have an experienced veterinarian with artificial insemination.

Also there will be a \$250.00 dollar security deposit for use of shipping container. This security fee will be applied towards collection fee if shipping container is returned unharmed & with all contents deposit and the remainder will go towards breed fee.

**ENCLOSE A PHOTOCOPY OF THE MARE'S REGISTRATION PAPERS.**

**PLEASE REMEMBER TO RETURN THIS SHEET, THE SIGNED CONTRACT AND INCLUDE**

**THE FOLLOWING:**

\$1250 / \$1000 STUD FEE (includes non-refundable \$500 booking fee)

\$250 CONTAINER DEPOSIT, unless you plan to provide your own container

\$350 to cover the approximate cost of the first collection and shipment.

DEPOSITS AND UNUSED PORTIONS OF FEES WILL BE APPLIED TO FURTHER COLLECTION AND/OR SHIPPING COST. UNUSED AMOUNTS WILL BE REIMBURSED TO THE MARE OWNER

_____	_____	_____	_____
Signature of Mare Owner	Date	Regine Brockway	Date

Please make checks payable to Regine Brockway/JRB Friesians.

Check # \_\_\_\_\_ Total Amount # \_\_\_\_\_

**Information of the Mare to be bred:**

Mare Owner/Agent: \_\_\_\_\_

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

Mare Owner: \_\_\_\_\_

Mare Owner Phone: \_\_\_\_\_

Mare Owner Address: \_\_\_\_\_

\_\_\_\_\_

Mare Owner Cell Phone/add'l contact: \_\_\_\_\_

Mare Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Mare Attending Vet: \_\_\_\_\_

Attending Vet Address: \_\_\_\_\_

\_\_\_\_\_

Mare Vet Phone: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

Nearest FedEx Location for Hold for Pickup: \_\_\_\_\_

\_\_\_\_\_