

Sweet Lil Pepto Stallion Contract

Standing at and
Owned by:



360 Leea Lane Weatherford, TX 76087
Phone: 817-594-6900 * Fax: 817-594-5255

- 1) The undersigned agrees to breed his/her mare _____, herein referred to as "the mare", Reg. # _____, to SWEET LIL PEPTO, Reg. #3892476 at The Arnold Reproduction Center (ARC) during the **2018** breeding season. The undersigned further agrees to pay ARC the sum of **\$1,250** (includes \$650 Chute Fee) as a Breeding Fee, due and payable to The Arnold Reproduction Center upon execution of this contract **for breeding on-site**, or the sum of **\$2,500** (includes \$650 Chute Fee) **for breeding using shipped semen**. All breeding fees and unpaid board and expenses MUST BE PAID prior to the mare leaving ARC.
- 2) ARC agrees to diligently try to settle the mare from February 1st, through July 15th. THE UNDERSIGNED AGREES TO GIVE ARC AMPLE OPPORTUNITY TO SETTLE THE MARE, INCLUDING SPECIFICALLY BREEDING THE MARE THROUGH AT LEAST THREE (3) HEAT PERIODS. If for any reason the mare does not settle, the undersigned shall hold ARC harmless.
- 3) It is further agreed that if 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 unavailable for whatever reason, Stallion Owner will 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.
- 4) **If mare is bred On-Site:** I agree to pay all board charges and veterinary expenses that are not included within the Chute Fee before mare is released from ARC, and ARC may breed and treat my mare however deemed appropriate to complete this agreement. I understand the Chute Fee will cover all rectal palpations, rectal ultrasounds, semen collection and artificial insemination for (3) cycles, if necessary. I am aware that all other medications and treatments will be at the mare owner's expense, and Stallion Owner is not held liable for any charges incurred while breeding my mare. I understand that ARC will diligently try to settle my mare, or produce a viable embryo for transfer, but if they are not able to, ARC shall be held harmless. If necessary to breed a mare more than the allowed (3) cycles, ARC can then bill mare owner for all services that were previously charged under the original Chute Fee, as well as all other treatments and services performed; in the event this situation does occur, the mare owner will be notified prior to rendering services. Mare owner further agrees that ARC's veterinarian(s) may check the mare for, and perform, such other services as ARC, in its sole judgment, deems necessary, and that mare owner shall pay the expense for such services. These services include, but are not limited to, worming, treating for infection, and preventative measures.
- 5) The mare must be halter broke. Mares not halter broke will not be accepted for breeding.
- 6) A photocopy of the front and back of the mare's registration certificate showing current owner must be furnished prior to breeding.
- 7) Negative Coggins test required WITHIN 90 DAYS. Mare arriving without a negative Coggins will be tested at the owner's expense at the time of arrival. Mare owner must bring dates of most recent vaccinations, de-worming and hoof care records when the mare is delivered for breeding.
- 8) **If mare is to be bred with Shipped Semen:** I understand that the Breeding Fee of **\$2,500 (includes \$650 Chute Fee) MUST BE PAID IN FULL before any semen will be shipped.** (A valid credit card is required to be on file before any semen will be shipped.) The included Chute Fee will provide for either (3) On-Site pickups or (1) Counter-to-Counter, Same Day Delivery (via airlines) of shipped cooled semen. In regards to frozen semen, the Chute Fee will include (1) overnight FedEx Shipment. If my mare does not settle or conceive a pregnancy via embryo transfer from the Chute Fee included shipment(s), I agree to pay a fee of \$150.00 per On-Site pickup, or \$400 per Counter-to-Counter Same Day Delivery per subsequent order, or \$500.00 for each consecutive frozen semen shipment. Each delivery will include all shipping charges. Every attempt will be taken to deliver the semen to mare owner in good condition, but once shipment leaves ARC, they cannot be held responsible for untimely delivery or condition of the cooled semen. **I am also aware that On-Site mares will receive priority and all shipped semen mares will be serviced on a first call-first served basis, if necessary; therefore, there is No Guarantee that semen will be available for any specific day.** All mares on-site at ARC have breeding priority to shipped semen; however, every effort is made to accommodate all shipped semen orders. Semen orders will be requested by 4:00 PM CST the day prior to semen collection and cancelled by 8:00 AM CST the day of collection. If cancelled after 8:00 AM CST the day of collection, it will be left to ARC to determine if charges are incurred.
- 9) Stallion is collected on an every-other-day basis. ARC takes every precaution to collect and process stallion semen using protocol to assure semen is shipped in viable conditions and sufficient concentration to optimize 12-hour post-cool motility and subsequent fertility. Every effort should be made by mare owner or mare owner's agent to inseminate mare within 12 hours after collection of the stallion. ARC does not assume responsibility for carrier delay, mishandling, contamination of semen during or after shipment or at time of insemination; loss of viability; or costs arising from agent evaluation of semen with regard to concentration and motility immediately prior to inseminating mare. Any unsatisfactory conditions should be reported immediately to ARC.
- 10) Semen is shipped using an Equitainer or USDA-APHIS approved container that must be returned. Mare owner is responsible for the shipping charges to return the Equitainer to ARC. Equitainer to be returned by next day/overnight service provided by Federal Express with all contents left inside except the semen vial. A \$150.00 fee is charged to mare owner's account for Equitainer returned without contents. A \$50/day late charge will be made to the mare owner's account for any Equitainer not returned to ARC by the 3rd business day after customer's receipt of shipment. All content and late charges must be paid prior to any subsequent shipments. A \$350 charge will be made to the mare owner's account for any Equitainer not returned to ARC by the 7th business day after receipt of shipment.
- 11) The undersigned agrees that ARC, its agents and officers, all employees shall not be held responsible for any accident, injury, sickness, or death to the mare or its foal, or loss of halter, blanket, leg wraps, or other tack left with the mare, whether from fire, flood, theft, acts of God, negligence by ARC or any of its employees, or any other reason. The undersigned agrees to indemnify and hold harmless ARC, its officers, agents and employees from any and all claims, losses, damages, causes of action, lawsuits, and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for any injury or death of the mare or its foal, or for any damage to the mare or its foal, arising out of or in connection with the services performed by ARC under this contract, regardless of whether such injuries, death or damages are caused in whole or in part by negligence of ARC, its officers, agents, or employees.
- 12) In the event of any injury or death to my mare and/or foal, I will look solely to my own insurance or self-insurance and in the event that anyone assesses a cause of action against ARC on account of injury or death to my horse(s), then in such event I agree to hold ARC harmless from any such cause of action including cost of defending same.
- 13) Is your mare insured? _____ If so, list Insurance Company's name & phone number _____.
- 14) **Live foal guarantee:** If the mare proves not to be in foal, or should any foal which is born to the mare, pursuant to this contract, not stand and suck, the undersigned shall be entitled to a free breeding season the following year only for the mare. **A chute fee of \$650 will be required for the rebreed.** THIS FREE BREEDING SEASON SHALL APPLY ONLY IF ARC IS NOTIFIED WITHIN ONE (1) WEEK OF THE DEATH OF THE FOAL OR UPON THE MARE CHECKING NOT IN FOAL. IN THE EVENT OF THE DEATH OF A FOAL, THIS NOTIFICATION MUST BE ACCOMPANIED BY A STATEMENT FROM A LICENSED VETERINARIAN LISTING THE CAUSE OF DEATH. ARC's sole liability and obligation for any foal that is born to the mare but does not stand and suck, or any mare that was bred but does not prove to be in foal, shall be the granting of a free breeding season during the following year to the mare. Such free breeding shall apply to the breeding fee only and only to the season immediately following the season set forth in this contract. **A chute fee of \$650 will be required for the rebreed.** THE UNDERSIGNED AGREES TO PAY THE BOARD, CHUTE FEE, VETERINARY AND SHOING EXPENSES UNDER THE SAME TERMS AS PREVIOUSLY SET FORTH IN THIS CONTRACT. **NO SHIPMENTS OF COOLED SEMEN WILL BE ALLOWED FOR REBREEDS.**
- 15) **Breeder's certificate:** To obtain a breeder's certificate, you must notify ARC of the foal's birth.
- 16) This contract is NOT TRANSFERABLE OR ASSIGNABLE without prior written consent from ARC.
- 17) **Boarding:** The undersigned agrees to pay for the feeding, boarding and care of the mare and foal based on BOARD PER DAY OF \$23 in individual inside stalls. The undersigned also agrees to pay all veterinary and farrier expenses incurred by ARC for the mare and foal.

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18) The undersigned agrees to pay all previously designated expenses on a monthly basis. All accounts are due in full at billing (first day of each month) or before mare is released from ARC. If necessary, a finance charge of 1.5% per month on the unpaid balance shall be added to all accounts, computed from the due date.

19) The undersigned agrees that should it become necessary for ARC to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due hereunder, the undersigned mare owner agrees to pay ARC all expenses and costs, including reasonable and necessary attorney's fees incurred by ARC in enforcing this contract.

20) It is expressly agreed that this contract is to be performed in Parker County, TX and venue for any action hereunder shall be in Parker County, TX.

21) The undersigned hereby grants to ARC a security interest in the mare, and any foal born to the mare as a result of the breeding contemplated in this contract, and the proceeds of any sale of the mare or its foal, to secure (1) the payment of any and all sums due pursuant to this contract, and (2) all liability of the undersigned to ARC now existing or hereinafter incurred, matured or un-matured, direct or contingent, and any renewals or extensions or substitutions therefore.

Will this be an EMBRYO TRANSFER? NO _____ YES _____ Name of Embryo Transfer facility _____

Will this be SHIPPED SEMEN? NO _____ YES _____ Name of Airport _____

All fees must be paid in full prior to mare's departure from ARC to insure a rebreed at 2018 stud fee price

_____		_____	
Name of Mare Owner (please type or print)		Street Address	
_____		_____	
SIGNATURE OF MARE OWNER	Date	City, State, Zip Code	
_____		_____	
BY		Telephone Number	
ARC Representative	Date	Email	
_____		_____	

CREDIT CARD AUTHORIZATION

(Please note there will be a 3% convenience fee applied to ALL credit card transactions.)

A VALID CREDIT CARD IS REQUIRED TO BE ON FILE PRIOR TO ANY SEMEN BEING SHIPPED

Our billing cycle begins on the first day of each month and ends on the last day of each month. We will send your monthly statement to you the first week of the month, immediately following the billing period. All charges are due immediately upon receipt of your statement. If you need to make payment arrangements, please contact our office during regular business hours. Our office number is 817-594-6900. Our office hours are Monday-Friday, 8:00 a.m. to 5:00 p.m.

If you prefer to receive your statement by email, please provide your information below:

Name: _____ Email: _____

Card #: _____ VISA / MASTERCARD / AMERICAN EXPRESS
(please circle card type)

Expiration Date: _____ / _____ CVV / VERIFICATION CODE: _____

Name as it appears on card: _____

Billing address on card: _____

Please select:

- This is a onetime charge. Amount \$ _____
- I authorize Arnold Reproduction Center to charge the balance of my account, at the end of each billing cycle, to the above referenced credit card.

Signature: _____ Date: _____

