

## Little d River Livestock

Darren & Yvonne Frank

P. O. Box 766 Gilchrist, Oregon 97737

541-433-2283 email: ydfdriver@aol.com

### 2017 Breeding Contract

Mare Owners Name \_\_\_\_\_ (as appears on registration papers)  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Mare's Name \_\_\_\_\_ Reg. # \_\_\_\_\_ Year foaled \_\_\_\_\_

Stallion booked to: **Roohound**

Breeding Fee - \$750, (includes first shipment of semen) payable to Darren and Yvonne Frank.

Booking Fee - \$250 (included in breeding fee)

Method of Breeding: Transported Semen \_\_\_\_\_ At Clinic \_\_\_\_\_

Mare Status: Maiden \_\_\_\_\_ Barren \_\_\_\_\_ In Foal \_\_\_\_\_ Foal at side \_\_\_\_\_ Date foaled \_\_\_\_\_

Last Breeding Date \_\_\_\_\_ bred to (stallion) \_\_\_\_\_

#### TERMS AND CONDITIONS OF BREEDING CONTRACT

This agreement is made between Little d River Livestock (hereinafter referred to as the stallion owner), and the owner of the mare described above and is subject to the following terms and conditions.

1. A \$250 non-refundable booking fee is due and payable upon execution of this agreement. Booking fee is included in the breeding fee. For shipped semen contracts - the balance of the breeding fee is due prior to ordering semen. For breeding at Goodell Veterinary Clinic - the balance of the breeding fee is due and payable before the mare is bred.
2. Any unpaid fees owed to Goodell Veterinary Clinic will be billed with a monthly interest rate of 1.5%. Breeders certificate will be issued when all fees are paid in full and stallion owner is notified of a live foal. Only one breeders certificate will be issued per paid breeding fee.
3. In the event the above mare fails to produce a live foal from the breeding privilege granted herein mare owner may rebreed the mare (or a substitute mare mutually agreed upon by mare and stallion owners) during the following breeding season only. This guarantee applies only if the mare owner (A) notifies the stallion owner within 72 hours after the time the mare did not produce a live foal, or foal dies; and (B) within 10 days after the mare owners notice, the mare owner provides the stallion owner with a statement from a licensed veterinarian substantiating same. A rebreed fee of \$325 (includes first semen shipment) is due on all rebreeds. Breeding fee will not be refunded.
4. If the mare owner fails to contact the stallion owner for a rebreed the year immediately following, then any and all fees paid shall be forfeited the right to a rebreed is cancelled and this contract is thereby terminated.
5. Mare owner agrees to have mare ultrasounded 14-17 days after the last date of insemination and notify stallion owner of pregnancy status.
6. Mare owner may not assign this breeding contract or substitute any other mare under this agreement without the prior written consent of stallion owner. Any attempted assignment without prior consent of stallion owner will, at the option of stallion owner, terminate this agreement and release stallion owner from all obligations hereunder.
7. It is understood that if the above stallion dies or becomes unfit for service, this contract shall become null and void and the breeding fee less the booking fee shall be refunded to the mare owner.
8. Embryo transfers: Mare owner agrees to notify stallion owner that this is an embryo transfer breeding. In the event multiple viable embryos are produced from a single flush, mare owner agrees to pay an additional breeding fee for each additional live foal.
9. By signing this contract, mare owner certifies that he/she is sole owner of above mentioned mare, or has authority to enter into this contract on behalf of the owner.
10. A photocopy of mare's registration papers, both front and back, must be furnished with this contract.
11. The undersigned agrees that stallion owner and/or Goodell Veterinary Clinic and its staff will not be responsible for accident, injury, sickness, or death to the mare/foal whether from fire, flood, theft, act of God, or negligence by Goodell Veterinary Clinic or its staff. The undersigned agrees to and shall indemnify and hold harmless stallion owner and/or Goodell Veterinary Clinic and its staff from and against any and all claims, losses, damages, causes of actions, suits and liability of any kind including expenses of litigation, court costs, and attorney fees, for injury to, or the death of the mare/foal, or for any damage to the mare/foal arising out of, or in connection with, the services performed by Goodell Veterinary Clinic and its staff under this contract, regardless of whether such injuries, death or damages are caused in whole or in part out of negligence of Goodell Veterinary Clinic and its staff.
12. The parties acknowledge that this agreement is made and shall be considered entirely performed in the state of Oregon and shall be construed and enforced under the laws of the state of Oregon. Any legal actions arising out of this contract shall take place in the courts of Klamath County, Oregon. Under Oregon law an equine professional is not liable for an injury or death of a participant in equine activities resulting from inherent risks of equine activities.

Please sign below, enclose booking fee, a copy of mare's registration papers and return to Little d River Livestock.

Mare Owner \_\_\_\_\_ Date \_\_\_\_\_

Stallion Owner \_\_\_\_\_ Date \_\_\_\_\_

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## 2017 Breeding Contract

### Shipped Semen Addendum

Collection/shipping days are Monday, Wednesday, and Friday each week beginning February 1st through July 1st. Shipped semen orders must be made 24 hours prior to scheduled collection. Cancellations of orders, must be called in by 9 a.m. Pacific time on collection days to: Goodell Veterinary Clinic at 541-882-4556.

Shipping address for semen delivery:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Person/Farm managing mare for breeding cycle(s) \_\_\_\_\_ Phone # \_\_\_\_\_

Attending veterinarian \_\_\_\_\_ Phone # \_\_\_\_\_

1. Mare owner agrees that only the mare designated on this contract will be inseminated with the shipped semen.

Any attempt to breed more than one mare with a shipment will void this contract.

2. Mare owner agrees to pay the following charges pertinent to the transport of cooled semen.

Normal shipping fees per dose- \$325 (first shipment included in breeding fee)

Canadian shipments - call for details and charges.

Shipment includes overnight shipping fees, collection fee on scheduled collection days.

3. Mare owner is responsible for returning shipping container within 48 hours of receipt at the most economical shipping rate available.

4. Goodell Veterinary Clinic only assumes responsibility to ship semen in viable condition, and shall not be held liable for the quality of semen during or after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit. Goodell Veterinary Clinic agrees to process each ejaculate to optimize 24-hour post cool motility, and subsequent fertility. Every effort should be made to inseminate the mare within 24 hours after collection from the stallion.

5. Mare owner agrees to vaccinate mare against rhinopneumonitis on at least the 5th, 7th, and 9th month of pregnancy.

Mare Owner \_\_\_\_\_ Date \_\_\_\_\_

Stallion Owner \_\_\_\_\_ Date \_\_\_\_\_

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**2017**

## Breeding Contract

### At Clinic Breeding Addendum

1. Breeding season begins February 1st and will conclude July 1st.
2. Goodell Veterinary Clinic will exercise best judgement in care and supervision of the mare/foal. The attending veterinarian will examine the mare for normal breeding conditions and will administer medical care as deemed necessary for the health and safety of the mare/foal. The mare owner hereby consents to all medical care administered to the mare by Goodell Veterinary Clinic. The mare owner will pay all veterinarian and farrier charges. All expenses, including board, shall be payable monthly.
3. The mare shall be in a healthy and sound breeding condition: free from infections, contagious or transmittable diseases. A current coggins test, copy of registration papers (both sides), plus a worming and vaccination record is required. If the mare owner fails to provide any of the above documents, the mare owner hereby consents to Goodell Veterinary Clinic examining and/or testing the mare as may be necessary to complete the above tests, certification and other records. However, the stallion manager reserves the right to refuse any mare, which is (1) not in proper condition (2) which does not have all the records, tests, and registration documents as required herein.
4. Goodell Veterinary Clinic breeding staff agrees to diligently try to settle the mare. The mare owner agrees to give Goodell Veterinary Clinic ample opportunity to settle the mare, having bred her through at least 2 heat cycles. If mare leaves the clinic before being pregnancy checked, mare owner is required to have mare ultrasounded at 15 and 30 days after last breeding date. If for any reason the mare does not settle, mare owner will hold stallion owner/Goodell Veterinary Clinic harmless.
5. All unpaid board and all other expenses must be paid before mare departs Goodell Veterinary Clinic.
6. Mare owner agrees to vaccinate mare against rhinopneumonitis on at least the 5th, 7th and 9th month of pregnancy.

Approximate date to expect mare at farm for breeding \_\_\_\_\_

Mare's status: barren \_\_\_\_\_ maiden \_\_\_\_\_ in foal \_\_\_\_\_ due date \_\_\_\_\_

Is Mare/Foal Insured: yes \_\_\_\_\_ no \_\_\_\_\_

Insurance Co. \_\_\_\_\_ Phone# \_\_\_\_\_

Board Rates - \$ 12.00 per day dry \$15.00 per day wet

Mare Owner \_\_\_\_\_ Date \_\_\_\_\_

Stallion Owner \_\_\_\_\_ Date \_\_\_\_\_