

# Oregon Performance Equinetics

16247 SW HWY 97, Culver, Oregon 97734

## 2022 Breeding Contract: Bench Warrant

Mare Owners Name \_\_\_\_\_ (as appears on registration papers)

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

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Email \_\_\_\_\_

Mare's Name \_\_\_\_\_ Reg. # \_\_\_\_\_ Year foaled \_\_\_\_\_

Stallion booked to: **Bench Warrant 2016 AQHA # 5758034 5-Panel N/N**

Breeding Fee - \$1250 with considerations, payable to Meredith C. Pierce-Brewer, DVM

Booking Fee - \$350 (included in breeding fee)

Method of Breeding: Goodell Vet Clinic \_\_\_\_\_ Shipped Semen \_\_\_\_\_ Semen Pickup \_\_\_\_\_ Frozen Semen \_\_\_\_\_

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 Meredith C. Pierce-Brewer (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 \$350 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 Vet Clinic - the balance of the breeding fee is due and payable before semen is collected at the clinic or frozen semen is delivered.

2. 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. For those wishing to complete registration online the certificate will be released when a request is received from AQHA.

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 with a \$250 re-breed fee. A live foal is defined as a foal that stands and nurses, unassisted in the first 24 hours. If the foal is born dead, or dies within 24 hours, 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, and (B) within 10 days after the mare owners notice, the mare owner provides the stallion owner/agent with a statement from a licensed veterinarian substantiating the failure of the mare to produce a live foal. A collection and re-breed fee is due on all re-breeds. 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. The mare owner may not assign or resale this breeding contract or substitute any other mare under this agreement without the prior written consent of the 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.

6. It is understood that if the above stallion dies or becomes unfit for service, that **frozen** semen is available. This contract shall become null and void only if frozen semen is no longer available and semen was never ordered. The breeding fee less the booking fee shall be refunded to the mare owner in the event the mare was never bred and semen was never ordered.

7. Embryo transfers: Mare owner agrees to notify stallion owner if this is to be an embryo transfer breeding. In the event multiple viable embryos are produced from a **single flush**, the mare owner agrees to pay an additional, discounted breeding fee of **\$700** for each additional live foal.

8. By signing this contract, the mare owner certifies that he/she is the sole owner of the above mentioned mare, or has authority to enter into this contract on behalf of the owner.

9. A photocopy of mare's registration papers, both front and back, must be furnished with this contract. If the mare is a lease then a copy of the lease agreement will be provided.

10. The undersigned agrees that the stallion owner, Goodell Vet 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 the stallion owner, Goodell Vet Clinic or its staff. The undersigned agrees to and shall indemnify and hold harmless the stallion owner, Goodell Vet 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 the stallion owner, Goodell Vet 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 the stallion owner, Goodell Vet Clinic and its staff.

Please sign below, enclose booking fee, a copy of mare's registration papers or lease agreement and return to Meredith C. Pierce-Brewer, DVM.

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

Stallion Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_

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## At Clinic Breeding Addendum: Bench Warrant

1. Goodell Vet 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 the stallion owner's veterinarian. The mare owner will pay all veterinarian and farrier charges. All expenses shall be paid prior to the mare departing Goodell Vet Clinic..
2. In addition to mare related expenses there will be a \$200 collection fee, payable to Goodell Vet Clinic, each time a mare is required to be bred.
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), veterinarian health certificate, plus a health, worming and vaccination record is required. If the mare owner fails to provide any of the above documents, the mare owner hereby consents to the stallion owner's veterinarian 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. Oregon Performance Equinetics breeding staff agrees to diligently try to settle the owner's mare. The mare owner agrees to give Oregon Performance Equinetics ample opportunity to settle the mare, having bred her through at least 2 heat cycles. If the mare leaves the clinic before being pregnancy checked, mare owner is required to have an ultrasound of the mare at 15 and 30 days after the last breeding date. If for any reason the mare does not settle, mare owner will hold Oregon Performance Equinetics and Lester Ranch harmless.
5. Mare owner agrees to vaccinate the mare against rhinopneumonitis on at least the 5th, 7th and 9th month of pregnancy.
6. Semen Pickup - A collection fee of \$250 will be charged for each dose of semen for those mare owners who elect to pick semen up at Oregon Performance Equinetics. A suitable container for semen pickup is required or mare owner will be charged \$30 for a shipping container.

Approximate date to expect mare at Goodell Vet Clinic for breeding \_\_\_\_\_

Mare's status: barren \_\_\_\_\_ maiden \_\_\_\_\_ foal at side \_\_\_\_\_

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

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

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## Shipped Semen Addendum: Bench Warrant

Collection/shipping days are Monday, Wednesday, and Friday each week beginning March 1st through July 15th. .

Shipped semen orders must be called in 24 hours prior to Goodell Vet Clinic at 541-882-4556. Cancellations can be made up until 8:00 a.m. PST on collection days. It is ideal to have you contact us on the first day your mare is in heat so we may put you on the possible order list but it is not required.

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 and no refunds will be provided.

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

Normal shipping fees per dose- \$350

Canadian shipments - Call for pricing and availability.

Shipment includes shipping container, overnight shipping fees, collection fee on scheduled collection days. There will be no credit given on returned shipping boxes. A \$30 fee will be charged if a semen shipment box is not returned.

3. Oregon Performance Equinetics only assumes responsibility to ship semen in viable condition, and shall not be held liable for contamination of semen during or after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit. Oregon Performance Equinetics does not guarantee the fertility of the stallion, but 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.

4. Mare owner agrees to have the mare palpated/ultrasounded to confirm ovulation.

5. Mare owner agrees to have the mare ultrasounded 14-17 days after the last date of insemination and notify Meredith C. Pierce-Brewer, DVM of pregnancy status. Failure to do so will result in the mare not being included on the stallion breeding report.

6. Mare owner agrees to vaccinate the mare with the appropriate vaccines recommended by their veterinarian. If the mare owner fails to vaccinate the mare during pregnancy and she aborts due to a preventable disease, proof of vaccine must be provided for a rebreed the following season.

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

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