





C.J. Garland Perry Quarter Horses 970-481-5742 CLazyJDesigns@gmail.com

Ashlee Tien Stallion Services for PQH 785-973-8287

## STALLION SERVICE CONTRACT

Jason Perry Perry Quarter Horses 620-481-5742 PO Box 265 Leoti, KS 67861

I, \_\_\_\_\_\_ (mare owner), hereby agree on \_\_\_\_\_\_ (date) to contract with Perry Quarter Horses (Breeder) to <u>breed</u> the following mare, \_\_\_\_\_\_ to the stallion BOB HES QUICK (AQHA #5671979) for the 2024 breeding season subject to the following terms &

conditions: The 2024 Breeding Fee for BOB HES QUICK is \$1300 (chute fee & 1<sup>st</sup> shipment included)

- \$650 Booking Fee—Non-Refundable and due with completed contract.
- \$650 Balance of Breeding Fee—Due ten (10) days before semen will be shipped.
- Should any additional shipments be needed, there is an additional \$350 shipping charge due before each shipment.
- 1. Semen is available via FROZEN & Shipped only:
  - Mare Owner acknowledges the Breeding Fee must be paid in full before any shipment is sent.
  - Mare Owner is responsible for paying shipping fee for all but the 1st shipment. Shipping for each additional shipment is \$350.
  - Mare Owner is responsible for ordering their shipment a minimum of 48 Hours prior to desired ship day. All orders need to be called in to Ashlee (785.973.8287).
  - Mare Owner is responsible to confirm their shipment on shipping day by 9 AM CST. Cancellations will need to be made before 9 AM CST on the shipping day to avoid being charged for the shipment.
  - Mare Owner should expect ONE dose of semen per shipment, which contains at least one (1) billion progressively motile sperm cells.
  - Shipments are sent from Nebraska Bull Service (Shipper) via UPS/FedEx
  - The mare owner agrees to transfer shipment from shipping container to personal storage container upon arrival.
  - Mare Owner understands that a return label will be included with the shipment and must be placed on container and ready for UPS/FedEx pick-up the NEXT BUSINESS DAY. Shipper automatically sends pickup notification to UPS/FedEx upon delivery.
  - Mare Owner acknowledges that if they don't transfer shipment upon delivery that Shipper and/or Breeder is not responsible if shipment is damaged or returned.

- Mare Owner acknowledges that if shipping container is not returned, they are responsible for the full replacement value.
- Mare Owner acknowledges that Breeder and Shipper will make every attempt to deliver viable semen in good condition but once the shipment leaves, Breeder and/or Shipper cannot be held liable for untimely delivery or condition of the semen.
- Mare Owner agrees to use the frozen semen on said mare in this contract.
- Breeder agrees to provide frozen semen as described above, but if said mare does not settle Breeder shall be held harmless.
- Any unused Frozen Semen is property of Breeder, and it must be returned to Breeder.
- Please fill out Mare & Semen Shipment Information.
- 2. Live Foal Guarantee: A live foal is defined as a newborn foal that stands and nurses without assistance. If the mare is found open, aborts or foal is still born, Mare Owner will be issued a Rebreed Contract. Breeder must be notified within seven (7) days of occurrence for Rebreed to be valid. If Mare Owner sells said mare the live foal guarantee is terminated.
- 3. **Rebreeds:** If said mare does not produce a live foal the first breeding season, mare can return on a Rebreed Contract during the following year. Mare Owner is responsible for the chute fee and any other expenses that may be incurred. If Mare Owner fails to return mare for breeding the following year; then all fees paid are forfeited, Rebreed Contract is terminated, and Breeder is released from all further obligations. All third year rebreeds are at sole discretion of Breeder.
- 4. **Embryo Transfer:** Mare Owner must note on the top of this contract if this contract is for Embryo Transfer. In event, that multiple embryos are retrieved from single flush, Mare Owner agrees to notify Breeder once the additional recipient mares have been confirmed in foal with heartbeat. Mare Owner must then pay an additional \$1300 Breeding Fee to BOB HES QUICK for each additional live foal. Additional Breeding Fee is due upon additional foal(s) standing and nursing. Additional Breeders Certificates will be issued when all additional Breeding Fees are paid.
- 5. Mare Owner agrees to provide Breeder with status of pregnancy within forty-five (45) days from the date of ovulation. Failure to contact Breeder by September 1st will result in \$50 late fee to add mare to the stallion breeding report.
- 6. This contract is valid for the 2024 breeding season only. If contract is not fulfilled during the 2024 breeding season, it will become a Rebreed Contract and will incur an additional \$500 chute fee and any additional stallion fee.
- 7. The 2024 Breeding Season begins February 7th and ends July 1st.
- 8. If Stallion dies, is sold, or is unfit for service, then Mare Owner can choose to transfer this contract to another Perry Quarter Horses stallion or declare contract null and both parties are relieved from any further obligation. All monies paid by Mare Owner will only be returned by discretion of Breeder. If Stallion dies, is sold, or is unfit for service for a rebreed contract, Breeder will provide a replacement option.
- 9. If Mare dies or is deemed not sound for breeding, Mare Owner can provide a substitution. No monies will be returned.
- 10. Mare Owner is responsible for contacting Breeder when a live foal is produced. A Breeder Certificate will be issued if all fees associated with said breeding are paid.
- 11. When Mare Owner signs and returns this contract it becomes binding from both parties. Contract must be completed in full and be accompanied with a copy of mare's registration papers.

This contract represents the entire agreement between the parties. No other agreements, promises or representations; verbal or implied; are included herein unless specifically stated in this agreement. This contract is made and entered into in the State of Kansas and shall be enforced and interpreted with the laws of said State. It is understood the Breeder and its owners, stallion owner, employees, veterinarians, and guests shall not be held liable for any injury, escape, disability, illness, or death of any horse on its premises whether from fire, flood, theft, act of God, or any other reason.

Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities pursuant to sections 1 through 4. You are assuming the risk of participating in this domestic animal activity as described in Chapter 290 (1994).

Mare Owner Signature	Perry Quarter Horses Representative Signature
Mare Owner Printed Name	_
	Perry Quarter Horses Representative Printed Name
N	lare Owner Information
Owner Name:	
Address:	
City/State/Zip:	
Cell Phone:	Alt Phone:
Email Address for receipts and inv	voices:
	Payment Options
Check Payable to: Perry Quarter Horses PO Box 265 Leoti, KS 67861	<ul> <li>PayPal via Friends &amp; Family: cjgarland@hotmail.com</li> <li>Venmo: @CJ-Garland</li> <li>PayPal Invoice - 3% Transaction Fee Applies</li> </ul>

## Shipped Semen Information

(Must be filled out completely to guarantee shipment)

Name of Clinic:	Phone:
Contact Name:	Phone:
Address:	
City/State/Zip:	
Clinic Email:	
Special Delivery Instructions:	

For Office Use:

ALL MARES:

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

Date Contract Received:	SHIPPED SEMEN
Booking Fee Received:	
Booking Fee Paid Via:	Shipping Information:
Balance of Fee Received:	First Shipment Paid:
Balance of Fee Paid Via:	First Shipment Paid Via:
Registration Papers:	Second Shipment Paid:
Pregnancy Status:	Second Shipment Paid Via: