



____ Mare Owner Initials

Breeding Service Contract 2023 Stallion

OwnerAgent Initials _____

Owner Name or Entity

Daytime Phone Number

Address

Evening Phone Number

City, State, Zip Code

Cell or Alternative Number

Has engaged one stallion breeding service to:

- | | | |
|---|---|--|
| <input type="checkbox"/> BYTS Lightning Bob
2014 Chestnut Fewspot Stallion
ApHC 676689
5 Panel NN
LPLP PATNn
IMM/MYH Pending | <input type="checkbox"/> DM Santanas Idol/Santanas Idol
2015 Sorrel Overo Stallion
AQHA 5832505
APHA 1057815
PtHA 154258
5 Panel NN
OLWS & IMM/MYH NN | <input type="checkbox"/> Machiato
2018 Buckskin Solid Stallion
AQHA 5192875
APHA 1084005
5 Panel NN
OLWS & IMM/MYH NN |
|---|---|--|

here after referred to as Stallion, for the mare:

Name of the Mare to be bred (Complete registered name as applicable, include all registered names), herein referred to as Mare

☐ AQHA ☐ APHA ☐ ApHC ☐ JC ☐ Other ☐ _____

Registration Number

Color and Markings (if applicable)

For the **2023** breeding season for the stallion fee of \$ **Private Treaty (\$750)** and includes:

■ Live Foal Guarantee ☐ Live Color Foal Guarantee ☐ Stallion Service Auction Donation

Mare is to be bred at: ☐ Micah Creek Quarter Horses
Tonganoxie Kansas

☐ _____

Via ☐ OnSite Artificial Insemination

☐ Live Cover - Addendum

☐ Transported Shipped Cooled Semen – FedEx

☐ Transported Shipped Cooled Semen – Counter to Counter

Transported Shipped Semen Cost: _____

Varied – Collection is \$125 plus actual shipping charges. Please contact us for more information



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Mare Arrival date: _____ ☐ Wet ☐ Dry ☐ Maiden ☐ In foal – Due Date: _____

Confirmation of Pregnancy via Ultrasound requested (21-28 days post breeding): ☐ Yes ☐ No (please note requirements for LFG)

Breeding Dates Requested by Mare Owner: _____ to _____

Is the Mare insured? ☐ Yes – Name of Insurance Company/Policy #: _____ ☐ No

Date of Coggins/EIA: _____ Date of Last Worming/Product: _____

Special Instruction or information regarding Mare: _____

The Meadows of Micah Creek, agent for the above-named Stallion, will herein be referred to as Stallion Owner/Agent. This service and contract is subject to the following:

1. The stallion breeding fee plus all unpaid expenses including but not limited to mare care, veterinary care, etc. will be payable ten days from date of invoice. Booking fee, collection and shipping fee(s) and/or expenses related to breeding of contracted mare shall be paid prior to shipment of any semen. The booking fee is non-refundable and will be deducted from any breeding fee prior to any refunds. 18% APR will be charged on all accounts unpaid after 31 days. On-site Mare will not be released to owner until all expenses are paid in full. Board will be payable through date of pickup.
2. A copy of the registration papers (all applicable associations - front and back) and valid EIA (Coggins) test shall accompany the Mare. If these are not presented upon the Mare's arrival, the Stallion Owner/Agent shall have the right to refuse any mare or mares until such documentation can be provided or have a licensed veterinarian complete EIA requirements at the expense of the Mare Owner, this includes any and all charges for farm call and testing. It is recommended that mares are wormed within 30 days prior to being bred and that a copy of information regarding the mare's medical health be provided.
3. The Mare Owner shall agree that each mare offered for breeding shall be in sound breeding condition and free from infection or disease. The Mare Owner will provide the breeding farm with a written breeding history, if requested. Any mare certified by the Stallion Owner/Agent and/or Attending Veterinarian not to be, in their opinion, in sound breeding condition shall not be bred until she meets that requirement.
4. The Stallion Owner/Agent agrees to diligently try to settle the Mare and will breed by requested method. However, should the mare not settle within a reasonable amount of time, generally 45 days, the Stallion Owner/Agent shall have sole discretion in determining the best method of breeding the mare to achieve pregnancy. This includes but is not limited to ultrasounds, veterinary assistance, medication and any other means necessary to settle the mare and maintain pregnancy. The Mare Owner is responsible for all cost associated with breeding difficulties, including but not limited to care and any medications deemed necessary by the Stallion Owner/Agent and/or attending veterinarian. Failure to maintain medications for pregnancy and follow instructions from Stallion Owner/Agent/ and or Attending Veterinarian will void all warranties.
5. **Live Foal Guarantee - A live foal is defined as a foal that stands and nurses for a minimum of 24-hours. A return breeding for all nonviable foals or pregnancies lost after being confirmed by ultrasound, shall be completed in the current season or the 2024 season at no additional breeding or booking fee. All other charges, including but not limited to collection and shipping fees, mare care, veterinary care, etc. are payable for each visit. Rebreeding beyond the 2024 season shall be subject to the discretion of the Stallion Owner/Agent and may be subject to an additional fee(s) and new contract. It is understood that if the mare proves barren or becomes unbreedable during the term of this contract, the Mare Owner shall have the option to designate one substitute mare for breeding or to request a refund of stallion breeding fee. Booking fee and all other unpaid expenses incurred will be deducted from the breeding fee prior to refund. Breeding for substitute mare is subject to**



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the terms and conditions of the original agreement for breeding and an addendum will be added to this contract and shall be guaranteed for the 2024 season only and will not be continued past that date unless by written agreement. No refund will be honored or may be requested once a substitute mare has been requested/designated. Proper notification by certified mail of the loss of foal/pregnancy is required and is defined as written notification within seven days of the loss of the foal/pregnancy. **Mares not ultrasounded within the thirty days of cover/insemination shall be charged an additional booking fee for each return visit for breeding or shipped semen.**

Additional Guarantees are as follows:

☐ **Live Color Foal Guarantee:** This guarantee applies to **APHA Regular Registry and ApHC Colored mares**. This guarantee states that each mare bred shall produce a "live" colored foal which meets the registration requirements for their respective registries. Rebreds will be granted for the following year to any mare that produces a foal not testing positive for "white" gene (Leopard - LP for ApHC) (Lethal White Overo - OLWS, Splash White - SW, Dominant White - DW, Sabino 1 - Sab1, Tobiano - Tob for APHA) and/or not meeting required color requirements for their respective breed. All Solid or Non Characteristic foals must be registered prior to rebreed. Nominations vary year to year and are not guaranteed. _____ Initials

☐ **Stallion Service Auction Guarantee:** This guarantee applies to any breeding that is paid for through a donated Stallion Breeding Auction. No Booking fees shall be required for donated breedings for initial year. This guarantee will include live foal that stands and nurses within the first 24 hours only. No other guarantees apply to Stallion Service Auction Donated breedings. This contract shall include the terms set for and by each auction regarding rebreeding or refund as well as the terms listed herein. Stallion Owner/Agent will be held harmless for any refund of any breeding fee paid to any entity from which a donated breeding has been purchased. Service costs are not included in any Stallion Breeding Donation unless specified and listed in this contract. These costs include but are not limited to breeding costs, mare care, veterinary care, farrier care, or any other care not covered by Stallion Breeding Fee and will be charged separately. These costs are due and payable and non-refundable regardless of the determination of refund from the entity which the breeding was purchased through. Should the stallion die or become unfit for service, the entity shall have the option of including a breeding to any other stallion owned by the Stallion Owner/Agent to substitute with the consent of the Stallion Owner/Agent. _____ Initials

6. The breeding season shall begin February 1st and shall end June 30th of the year covered by this contract. No mares will be accepted prior to February 1. Special arrangements must be made for mares being bred after June 30th and be in writing and agreed upon by all parties in advance.

7. Genetic Testing Requirements: Recommended five panel plus IMM for all mares.

8. It is further agreed that should the above-named stallion die, or become unfit for service, then this contract shall become null and void, and any money paid as a stallion breeding fee, minus booking fee, shall be refunded to the Mare Owner unless Mare Owner requests substitution for another stallion owned by Stallion Owner/Agent. The use of any frozen semen for contracted breeding shall be at the discretion of the Stallion Owner/Agent.

9. A breeder's certificate will be released to Mare Owner after all expenses have been paid in full. For associations that allow online release, all breeding certificates will be released online and will not be mailed unless written request is made by Mare Owner. It is the responsibility of the Mare Owner to supply the Stallion Owner/Agent with any and all documents required for registration of a foal outside of the AQHA/APHA/ApHC, in a timely fashion. All documentation must be **received no later than October 31 of the breeding year**. This includes but is not limited to any and all forms to file Stallion Breeding Report or Registration. Any documentation received later than October 31 will be charged an administrative fee (which will include any late fees accrued for the breeding reports) and must be paid in full before completion and submission of paperwork to respective associations.

10. Waiver of Liability. It is understood that Stallion Owner/Agent, their employees, veterinarians, and guests shall not be liable for accident, sickness or death of a mare or mare and foal, whether from natural or unexpected causes, this includes but is not limited to



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fire, theft, act of God or any other reason. Mare Owner is likewise not responsible for accident sickness, or death of the Stallion employees, veterinarians, or other animals in the care of the Stallion Owner/Agent. This excludes wanton or illegal activities which may lead to loss by either party and are subject to the laws of the State of Kansas and the County of Leavenworth. Mortality Insurance is recommended.

11. This contract shall become binding when the Mare Owner returns signed contract with booking fee, contract for prepaid breeding (special discounts offered prior to season) or with a copy of the documentation from the entity in which the donated breeding was purchased and Stallion Owner/Agent returns signed copy of contract to the Mare Owner.

This contract for the 2023 breeding season and is agreed to as attested to by signatures below and includes

☐ a booking fee of \$ 150.00 (one hundred fifty dollars and no cents) (non-refundable, non-applicable for donated breedings) which will be deducted from the stallion breeding fee of _____ Private Treaty (\$750) _____ for the stallion service fee for

☐ BYTS Lightning Bob

☐ DM Santanas Idol/Santanas Idol

☐ Machiato

Or

☐ **prepaid breeding/rebreed** (copy of contract prior contract required)

Or

☐ **donated breeding** through _____

and shall remain in effect until the Mare produces a live foal (restrictions listed herein) or two years/breeding seasons from the execution of this contract whichever occurs first (an addendum will be completed by both parties if contract is to be extended for any reason), or this contract is completed per the terms stated above and/or written request of cancellation is documented and received by both parties. Contract is not valid unless completed in its entirety and signed by all parties.

I have read and accept the terms and conditions of the above stallion breeding contract.

Signature of Mare Owner

Date

Signature of Stallion Owner/Agent

Date