



I hereby agree to contract with Bur Oak Veterinary & Podiatry Services, LLC DBA BUR OAK LLC as Stallion Owner's legally authorized agent, hereinafter known as "Breeder", to breed the above referenced mare to the stallion: **WRANGLIN IN CHEX**, Registration # **5257259** for the fee of \$900 plus \$650.00 CHUTE/BOOKING FEE for the **2024** breeding season, which begins February 1, 2024 and ends June 30, 2024, subject to the following terms and conditions:

NRHA – NRBC – NARS – ALL STAR REINING STAKES

This stallion's genetic disease panel result is as follows:

HYPP – N/N; HERDA – N/N; GBED – N/N; PSSM – N/N; MH – N/N; IMM – N/N.

It is solely Mare Owner's own responsibility to ensure no gene mutation zygosity will incur from this mating. Stallion Owner may not be held liable for any occurrences of inherited genetic defects or diseases in the resulting foal under this contract.

Please Check Breeding Plan:

_____ 2024 Breeding Chute Fee: \$650 (first shipment free) + \$900 Stallion Fee

_____ Mare has LTE or PE over \$30,000 – Chute (\$650) & Shipping Fees ONLY

_____ Breeding was bought at an auction. Name of Auction: _____

Must pay chute fee of \$350 and FedEx shipping at \$350

_____ Rebreed from 2023 Subject to Chute Fee and Shipping Fees only

_____ ReBreed Transfer from another mare

_____ Breeding more than one mare \$500 stallion fee and add below:

_____ Number of additional mares (each mare pays \$350 Chute Fee & Shipping)

_____ Pay all now 2024 Fee \$1350 total includes first shipment

_____ Deferred payment to 12/31/24 \$650 Due now and \$1000 Due 12/31/24

1. This breeding contract is to be returned with a non-refundable Chute/Booking Fee. Stallion Fee is for one live foal. The Balance of Stallion Fee is additional and due prior to the first cooled semen shipment. Mare Owner agrees to provide a photocopy of the mare's registration papers with the breeding contract. All other expenses shall be due according to the schedule(s) listed below.

2. Mare shall be in healthy and sound breeding condition.

3. For Cooled Semen Shipments:

Breeding contracts must be received at the stallion station's office at least 48 hours prior to placing a semen request. For all contracts not received in said timeframe a rush processing fee of \$150.00 will be assessed.

A. A Cooled Semen Shipment includes the cost of the collection and evaluation of the semen. Balance of Stud Fee, the following charges and guidelines will apply:

B. Any subsequent shipments, if necessary, must be paid in advance by the Mare Owner at \$300.00 per collection, plus shipping and courier charges. All shipping charges will be the responsibility of the Mare Owner. Pickup from Palm Beach Equine Clinic or Rood & Riddle Equine Hospital will be free. FedEx will be \$350.00 per shipment. Counter to counter by airfreight will be \$400.00 per shipment (which includes courier charge to the airport).

C. **Wranglin In Chex** collected on an every-other-day basis. There are no exceptions. It will be the responsibility of the Mare Owner and his/her veterinarian to confirm our breeding days. You must give 24-hour advance notice to Bur Oak, LLC prior to actual shipment at 561-301-0661. Shipment requests via phone call or text are acceptable, make sure to receive confirmation. **Any semen request not confirmed by 8 AM EST on the day of collection will be considered a cancellation.** Bur Oak LLC requires that all cooled semen expenses be paid in advance of shipment. In the case of subsequent shipments, any additional shipping fees must be received before the next shipment will be sent. Mare Owner may deposit additional funds with Bur Oak LLC or provide Breeder with credit card information. Monthly statements will be mailed for services provided and charges made, or deposits used.

D. Shipping tank (Equitainer) - if used- must be returned to Bur Oak LLC. within 48 hours of receipt of semen shipment. Shipping tanks not returned within the above specified time frame are subject to a fee of \$50.00/day until returned to Bur Oak LLC, if failure to return Equitainer the mare owner's credit card will be charged the cost of a replacement. Coolant boxes (EquiSaver) may be subject to a \$30.00 usage fee at the time of shipment and need not be returned.

E. Bur Oak LLC only assumes responsibility to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged or lost in transit. Bur Oak LLC does not guarantee the fertility of any 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.

F. Mare Owner agrees to use all cooled semen provided by the Agreement only for the mare named in this Agreement and no other.

G. Every effort will be made to accommodate your mare's breeding time frame; however, it is the Mare Owner's responsibility to contact Bur Oak LLC so that your veterinarian and ours can get your mare in foal on a timely basis.

Failure to adhere to the above requirements may result in missed heats and delayed shipments at the mare owner's expense. Insemination must be done by a veterinarian knowledgeable in successful insemination techniques.

H. If Mare Owner opts to breed via ICSI procedure, all terms and conditions of the current ISCI Stallion Service Contract shall apply.

I. There will be a \$200.00 Administrative Fee charged for substituting mares during the calendar breeding season.

4. **Guaranteed Right To Return:** Stallion Fee is for one live foal. A live foal is defined as one that will stand and nurse. If the mare fails to conceive, aborts or produces a stillborn foal, she may return during the Breeding Season of the year following the original contract year only, provided all fees have been paid with this contract. Mare Owner agrees to furnish to the Stallion Owner a veterinarian's certificate describing any such occurrence within seven (7) days of the incident.

If the Mare Owner fails to return the mare for breeding the following year, then any and all fees paid shall be forfeited, the right to rebreed is cancelled and the Stallion Owner is released from all further obligation of the contract, unless otherwise agreed in writing and signed by all parties. Breeding fee(s) will not be refunded.

Breeder does not make any warranty or representation as to the quality or conformation of the foal, marketability, merchantability, or fitness for a particular purpose, or that the foal will be free of any infirmity, conformation defect, disease, or inherited trait.

5. If the mare dies or becomes unfit to breed, the Mare Owner may return during this season or the following season ONLY with a suitable mare approved by the Stallion Owner/Breeder. There are return privileges only, if Breeder is provided with a licensed veterinarian's statement confirming such condition. Breeder may, at its election, either rebreed the mare or refund the Stallion Fee paid pursuant to this contract, less the non-refundable Booking and Farm Fees, thereby relieving the Breeder of its obligations to rebreed the mare. This provision does not apply to mares that are being bred under the authorized rebreed privilege.

6. Should the above-named stallion die or become unfit for service for any reason, then this contract shall become null and void and both parties are relieved of any further obligation hereunder, and any monies paid by the Mare Owner toward the Stallion Fee, with the exception of the non-refundable Booking Fee and Farm Fee shall be refunded to the Mare Owner if the mare is not settled or would qualify for rebreed privileges.

7. **Embryo Transfers:** Mare Owner agrees to notify Bur Oak LLC that this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to pay a stallion fee of \$900.00 for each additional live foal, plus a \$50.00 administrative fee. Additional Breeder Certificates will be issued upon receipt of necessary stallion fee(s).

8. **Vitrified (Frozen) Embryos:** Mare Owner agrees to notify Bur Oak LLC that the embryo was vitrified within 48 hours of recovery. If vitrified embryos are utilized in the off season (from July 1st through January 31st), then the contract is considered fulfilled. Any further rebreed rights are at the discretion of the stallion owner and to be agreed upon up front and in writing.

All frozen embryos being transferred in a later year must be reported to Bur Oak LLC upon positive pregnancy check.

Mare Owner will be required to pay the breeding fee in effect at the time the frozen embryos result in a confirmed pregnancy.

9. All nomination fees are solely the responsibility of the Mare Owner. Stallion Owner is not obligated to continue enrollment of the stallion in annual incentive programs past this initial contract year. For each frozen embryo not reported on time, a penalty of \$1,000.00 for administrative fees will be assessed in addition to the \$1000.00 fee mentioned above.

A. If Mare Owner fails to file any Frozen Embryo Permit(s) as required by the respective breed association(s), any and all late reporting fees to facilitate foal registration imposed on the Stallion Owner will be charged back to the Mare Owner and must be paid prior to the Breeder's Certificate(s) being released.

B. For all off-season breedings done after October 15th of this contract year, whether done via Intracytoplasmic Sperm Injection (ICSI) or otherwise, the Mare Owner will bear the late reporting fee(s) imposed on the Stallion Owner by the respective breed association(s).

10. A Breeder's Certificate will be issued for a foal when the Stallion Report is filed (after a veterinarian pronounces the mare safe in foal), the Booking/Chute Fee, Stallion Fee and all other expenses have been received by Breeder in full; and Breeder has been notified that a live foal has been produced.

11. Rebreeds and donated breeding's are subject to a \$600 rebreed fee.

12. There will be no exceptions to the terms of this contract, and it is not transferable unless provided for in writing and signed by all parties.

13. This shall be a binding contract on both parties, subject to the terms and conditions set forth herein and shall be binding on and shall insure to the benefit of the parties and their heirs, personal representatives and permitted successors and assigns. This contract is not transferable or assignable by Mare Owner and is made solely for the benefit of the parties hereto and their respective permitted successors and assigns and no other person or entity shall have or acquire any right by virtue of this contract not provided for in writing and signed by both parties.

14. The parties hereby specifically agree that this Agreement shall be construed, governed, and interpreted by and in accordance with the internal laws of the States of Kentucky & Florida. In any action or arbitration is brought to enforce or interpret the terms of this Agreement, the proper place of venue shall be Palm Beach County, Florida and or Fayette County in the Common Wealth of Kentucky, as this agreement shall be performed in Palm Beach County, Florida and or Fayette County in the Common Wealth of Kentucky as the last act to make this a binding contract occurred in Palm Beach County, Florida and or Fayette County in the Common Wealth of Kentucky. Should any civil action by commenced between the parties concerning this Agreement, or any rights or duties hereunder, the prevailing party shall be entitled, in addition to any other relief as may be granted, to reasonable attorney's fees and disbursements as determined by a court or competent jurisdiction. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remaining provisions of this Agreement shall be nevertheless continued in full force and effect without being impaired or invalidated in any way except the parties agree to insert, to the extent possible, a substitute provision to carry out the intention of the parties.

Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities."

Florida's equine liability statute provides that an equine activity sponsor, an equine professional, or any other person shall not be liable for an injury to, or the death of, a participant resulting from the inherent risks of equine activities. F. S. A. § 773.01-02.

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK PURSUANT TO THE UNIFORM ELECTRONIC TRANSACTIONS ACT, THE PARTIES HERETO AGREE TO CONDUCT THE TRANSACTION SET FORTH BELOW BY ELECTRONICALLY TRANSMITTING AND RECEIVING DATA IN SUBSTITUTION FOR PAPER DOCUMENTS IN ACCORDANCE WITH THE PROVISIONS OF THIS STALLION SERVICE AGREEMENT.

Mare Owner Name: _____

Mare Registration Number: _____

Mare Owner or Agent Signature: _____

Agent Name: _____

Agent Contact: _____ email: _____

Owner Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

Credit Card Information –

Name on Card: _____ Billing Zip: _____

Card Number: _____ Exp: _____ CVV: _____

Billing Address: _____

Signature: _____

Shipped Semen Information Sheet

Please return the form with breeding contract

Mare Name: _____ Registration # _____

Contract Owner: _____

Ranch Name: _____

Billing Address: _____

City, State, Zip: _____

Phone: _____

Agent Name/Phone: _____

Billing Email Address: _____

All Billing Sent via Email unless otherwise requested

Type Of Breeding (check one): Carry Embryo Transfer ICSI

Ship To: _____

Veterinarian: _____

Contact: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Signature Required? Yes / No (circle one) Is this a Hold Address? Yes / No

Closest Major Airport: _____ Airport Code: _____

Saturday Delivery (if different)

Ship To: _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____