



2021 Contract

The contract must be completed in full and returned to Cappy Dryden at Bur Oak Veterinary & Podiatry Services, LLC

A minimum of the non refundable booking fee of \$350 USD is due with submission to bind the contract, unless deferred payment is checked below.

This contract is between the contract purchaser/mare owner and is not transferable to another party via sale of contract or sale of mare.

Contact (please leave voicemail or text with your name and number) Cappy Dryden 561-301-0661 with attn: "Wranglin In Chex breeding"

Wranglin In Chex Breeding Fees 2021:

Shipment \$300.00 Fed Ex USA or Counter to Counter USA only \$350

_____ Stud Fee OF \$750 (booking and chute fee included) for 2021!!!! First FedEx shipment is free!! Pay \$350 now and the rest of \$400 at time of shipping.

_____ Purchased breeding (breeding fee \$0) at an Auction, pay a discounted Chute Fee \$275 + Fed Ex fee \$300 or Counter to Counter \$350

Name of Auction: _____

_____ \$500 MARE'S NRHA/AQHA LTE is over \$20,000. Mare's earnings: \$_____ (includes first FedEx shipment)

_____ Breeding more than one mare - SECOND MARE AT \$500 (includes first FedEx shipment)

_____ Frozen Semen \$1000.00 Frozen semen shipping quote given after booking.

_____ ReBreed Fee \$400 additional fee of shipment \$300.00 Fed Ex USA or Counter to Counter USA only \$350

_____ Pay it all now discount total is \$700 (includes first FedEx shipment, chute fee & booking fee)

_____ Pay later (**deferred payment plan**), total fee is \$900 (we must have a valid credit card on file) fee is charged on October 1st, 2021. This fee includes First Fed Ex Shipment, Chute Fee & Booking Fee.

Please call for shipping rates to Canada, Europe, Central and South America

This certifies that _____ herein referred to as Mare Owner/Agent, has engaged a breeding service to the stallion **Wranglin In Chex, AQHA 525729** for the mare _____ registration # _____ For: \$ _____ as marked on page 1 of contract for the 2021 breeding season. The Mare Owner/Agent agrees to pay a breeding fee of \$ _____ which is listed on page 1 of contract.

Any deviation from these terms must be specified in writing and signed by Bur Oak Veterinary & Podiatry Services, LLC (Herein after this written as BOVPS) authorized representative. **The balance of the entire breeding fee is due prior to first shipment of semen, no exceptions.** The following conditions of service (for which there will be no exceptions) are mutually agreed between the Mare Owner/Agent, named above, and Bur Oak, LLC, as owner of the above Stallion, upon the execution of this contract:

Pre-Breeding Arrangements (please provide each item listed below):

- Signed contract
- Photo Copy of Mare's registration papers
- Credit card form
- Check or authorization of fees due

The breeding is NOT considered SOLD unless the total breeding fee has been paid.

The booking fee must be paid in full a minimum of (7) business days before any semen may be shipped. Unless deferred payment plan is checked on page 1. Any incomplete registration certification or unpaid charges will result in a hold being placed on the mare's name on the appropriate stallion breeding report.

Unless shipping has been prepaid in conjunction with the contract, it WILL NOT be shipped without a current credit card authorization form on file. Credit card payments are subject to a 4% processing fee.

This contract is valid for the 2021 breeding season only. BOVPS breeding season begins February 1st, 2021 and ends June30th, 2021. Frozen and/or cooled semen will ONLY be shipped during these dates.

Breeding Arrangements:

- Every effort will be made to accommodate Mare Owner/Agent's breeding time frame. However, it is the Mare Owner/Agent's responsibility to ensure that BOVPS has up to date information at all times throughout the process. In doing so, you are facilitating the insemination process. Failure to adhere to these arrangements may result in missed heats and delayed shipments (where applicable) at the Mare Owner/Agent's expense. A veterinarian knowledgeable in successful insemination techniques must oversee off site inseminations in order to maximize the potential of a timely pregnancy. Mare Owner is responsible for obtaining proper care and maintenance of their mare under the direction of a qualified licensed Veterinarian with Equine Reproduction expertise with the shared goal of producing a live, healthy foal.
Mare Owner is responsible for completing and sending to AQHA or any other applicable breed organization any paper work they require related to use of transported semen. Mare owner is responsible for blood typing or DNA testing their mare as per AQHA rule 209 or APHA rule RG-165. Embryo enrollment forms for the mare are the responsibility of the mare owner/agent. Failure to notify BOVPS of your mare's pregnancy by August 15th for cooled semen could result in her being left off the stallion breeding report. Fees for filing late or amended report would have to be paid prior to the correction being made with the appropriate association and breeder's certificate issued.

- Mare Owner/Agent must give a minimum of 24 hours advance notice of possible semen shipment to Cappy at BOVPS and confirm shipment by 8:00AM EST of collection day, prior to shipment. Orders of semen must be done by **CALLING CAPPY 561- 301- 0661. CANCELLATIONS MUST BE MADE BY 8:00AM EST the day of collection, after that a cancellation fee will be added.**
- If a mare dies, or is deemed unfit to breed, during the breeding season (a veterinarian report will be required as verification) a substitute mare, owned by the same Owner and approved by the BOVPS, may be bred without any additional breeding fee. Substitutions and/or switching of mares owned by the same owner for any other reason (after a booking has been accepted and booking fee paid) **will be subject to a \$150 transfer fee.** Transfers of fully paid breeding contracts, to an owner other than the person stated on the contract, **will be subject to a \$200 transfer fee.**
- Confirmation of pregnancy by ultrasound starting at 14 days post ovulation continuing through to the 45th day of pregnancy is **REQUIRED TO MAINTAIN THE LIVE FOAL GUARANTEE.** If ultrasound is unavailable, Mare Owner/Agent agrees to have the mare checked for pregnancy by licensed veterinarian within 30 days of insemination. Mare Owner/Agent agrees to provide the results of the ultrasound(s)/pregnancy exam(s) to BOVPS no later than 30 days following insemination.
- **LIVE FOAL GUARANTEE/REBREED PRIVILEGES** shall apply ONLY TO THE NEXT NORMAL BREEDING SEASON. If the mare miscarries, aborts the foal, or the foal does not qualify as a "live foal" and BOVPS is provided with a veterinarian's statement confirming such conditions, mare owner will be qualified for a Live Foal Guarantee/Rebreed Privileges the following breeding season. To obtain a breeding the following season using this policy, mare owner must pay a **\$400.00** rebreed fee. A live foal is defined as a newborn foal that stands and nurses without assistance. If in the foaling year the mare designated in this contract dies, or is unfit to breed and BOVPS is provided with a veterinarian statement confirming these conditions, a substitute mare may be designated, with BOVPS written approval, at no additional cost. In all other cases, if an approved substitute mare is used there will be a **\$150.00** substitution fee. Rebreed/Live Foal Guarantee privileges shall only apply if BOVPS is notified within seven (7) days of rebreed/live foal guarantee event. If the mare does not return to a veterinarian the following breeding season for rebreed/live foal guarantee privileges the following breeding season, and other arrangements have not been made with BOVPS, all fees paid shall be forfeited, the right to a rebreed and live foal guarantee will be cancelled, and BOVPS is released from all further obligations under this contract.

Shipping Arrangements:

- Cooled semen can be shipped via Federal Express (next day arrival) at a rate of **\$300 per shipment (US only)** If it is a next day rush or Saturday delivery there may be an additional fee which will be discussed prior to shipping.
- Counter to counter airline shipments (same day arrival) are available at a rate of **\$350 per shipment.** The availability depends on Air Cargo routes operated by Airlines. From February 1 - April 15 departing airport is Palm Beach International, in West Palm Beach, Florida, After April 15 departing airport is Blue Grass Airport in Lexington, Kentucky.
- If Federal Express/UPS delivery is unavailable within a 24 hour period, additional notice will be required. Mare Owner/Agent should check with Federal Express/UPS for weekend delivery, holiday delivery or customer pickup and signature requirements.

- BOVPS shall not be responsible for costs arising from shipments lost, damaged or delayed in transit. BOVPS will take reasonable precaution to ensure that the semen is protected during shipment. However, neither BOVPS or their staff control the shipment once it leaves their custody and therefore shall not be responsible for the condition of cooled shipped semen received by Mare Owner/Agent.
- Customer must specify shipment method, Federal Express or airline counter-to-counter service, when ordering semen. For counter - to - counter, Mare Owner/Agent must provide the name of the destination airport (the airport to which the shipment is to be sent).

It is the Mare Owner/Agent's responsibility to return a copy of the INSEMINATION CERTIFICATE, signed by administering Veterinarian or Breeding Facility Manager, to BOVPS and to forward a signed copy of the certificate to the appropriate Breed Registry. Mare Owner/Agent is also responsible for blood typing or DNA testing their mare as per AQHA rule #209 or APHA rule RG-165.

Payment Information:

All payments can be made by check, wire transfers or Visa/MasterCard/AMEX or Discover Credit Cards only and must be in US Funds. Checks to be made out to Bur Oak Veterinary & Podiatry Services. For Wire Transfer information, please call or email for wiring information. Credit card form must be completed regardless of your form of payment, if you pay by check the card will not be charged unless other form of payment has failed.

Liabilities:

Neither the Stallion Owner nor any person associated with Stallion Owner shall be liable for the will not be responsible for accident, injury, sickness, or death to the mare or its foal; wheather from fire, flood, theft, act of god, negligence by the breeder or any of its agents or employees, or for any other reason. The undersigned agrees to and shall indemnify and hold harmless the breeder and its agents, BOVPS and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind. This includes all expenses of litigation, court costs and attorney's fees, for injury to or death of the mare or its foal arising out or in connection with the services performed by the breeder under this contract, regardless of whether such injuries or death are caused in whole or in part out of negligence of the breeder or its agents or BOVPS or empoyees, similarly, neither the mare owner nor any other person associated with the mare shall be liable for the death, sickness and/or accident to the stallion.

The parties further agree that should the Stallion die or become unfit for service for any reason or if the Mare should die or become unfit to breed, then this contract shall become null and void and both parties are relieved of any further obligation hereunder. Likewise, any monies heretofore paid by Mare Owner toward the Stallion fee, with the exception of the non - refundable booking fee, shall be refunded to Mare Owner. However, Mare Owner shall pay for all expenses actually incurred.

The parties acknowledge that this agreement is made and shall be entirely performed within the Commonwealth of Kentucky and shall be construed and enforced under the laws of the State of Kentucky. Under Kentucky Law an Equine professional is not liable for an injury or the death of a participant in Equine activities resulting from the inherent risks of Equine activities.

This contract shall be binding upon the parties hereto, upon execution hereof and the same may not be altered or amended, except by written mutual consent of the parties hereto.

Contract Purchaser/Mare Owner Name (printed): _____

I certify that I have read and undersand this entire breeding contract by affixing my signature here:

Signature: _____ Date: _____

Address: _____

Telephone: _____

Email: _____ @ _____

Mare Registered Name: _____ Mare's date of birth: _____ Registration # _____

Name of veterinarian for Mare: _____ Phone #: _____

Address & name for semen shipment: _____

Phone: _____

There is a \$36.00 returned check fee on all checks.

Make checks payable to Bur Oak Veterinary & Podiatry Services

Completed forms can be emailed to info@buroakveterinary.com or mailed to:

Bur Oak Veterinary & Podiatry Services

2830 Old Lemons Mill Rd. Lexington, KY 40511

Total fees Due: as marked on Page 1 \$_____ credit cards are required to be kept on file, if you plan on paying by check please check here _____ final checks must be sent prior to semen being shipped, or card will be charged.

I, _____ hereby authorize Bur Oak Veterinary & Podiatry Services, LLC to keep my credit card and signature on file and to charge my account for services rendered. Credit Card information is kept confidential and secure. By providing my credit card number and signature. I authorize Bur Oak Veterinary & Podiatry Services, LLC to charge why credit card for an account balance This authorization is revocable at any time upon written notification to Bur Oak Veterinary & Podiatry Services, LLC.

Name on the card: _____ Signature: _____

email for CC receipt and FedEx tracking: _____

Billing address for the card: _____

We must have all of the following information in order to process the card.

Card # _____

Security Code _____ Expiration Date: _____ Billing Zip: _____

Secondary Card #: _____

Security Code _____ Expiration Date: _____ Billing Zip: _____