

- ET
- Carry

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CATTY HAWK STALLION SERVICE CONTRACT

1. I hereby agree to breed my mare: _____ /Reg.#: _____ to the Stallion: **Catty Hawk** either on-site at Weatherford Equine or by shipped cool or frozen semen during the 20____ breeding season. I agree to pay \$ **2,800.00** made payable to **Cowan Ranch, Inc.** for the Stud Fee. I also agree to pay \$650.00 to Weatherford Equine for chute Fee (See Paragraph 4 or 5 for Chute Fee details). Stud Fee and Chute Fee are to be paid in full prior to semen shipment. Mares bred On-Site at Weatherford Equine will require paid Chute Fee. Stud Fee must be paid before mare leaves Weatherford Equine or semen is shipped.
2. Stud Fee does entitle mare owner to a Live Foal Guarantee. I am entitled to a "live foal" conceived from this breeding that will stand and nurse after foaling without assistance and lives for (24) hours. If my mare is found not in foal, or delivers a stillborn, I am allowed a Rebreed Contract if Weatherford Equine is notified within (30) days of discovering the mare is open or foal is stillborn. With the notification there must be a statement from a licensed veterinarian. A Rebreed contract will apply to the following breeding season only, and Stud Fee will be nonrefundable. Live Foal Guarantee will be null and void if Mare Owner does not give ample opportunity to settle mare. Stallion Owner will also be released from Live Foal Guarantee if mare is sold without notifying the Stallion Owner and providing new owner contact information. With Rebreed agreement I am required to pay another Chute Fee prior to servicing mare and all other veterinary related fees and board will still be Mare Owner's responsibility.
3. Mare Owner agrees to notify Weatherford Equine of the pregnancy status of the mare by August 30th, 20____. Mares with an unknown pregnancy status will not be included on the stallion breeding report. Pregnancy status updates received after August 30th are subject to a \$50 stallion breeding report late-filing fee.
4. If mare is bred On-Site I agree to pay all board charges and veterinary expenses that are not included within the Chute Fee before mare is released from Weatherford Equine and Weatherford Equine may breed and treat my mare however deemed appropriate to complete this agreement. I understand that the Chute Fee will cover all rectal palpations, rectal ultrasounds, semen collection, and artificial insemination for (3) cycles if necessary. I am aware that all other medications and treatments will be at the mare owner's expense, and Stallion owner is not held liable for any charges incurred while breeding my mare. I understand that Weatherford Equine will diligently try to settle my mare, or produce a viable embryo for transfer, but if they are not able to Weatherford Equine shall be held harmless. If necessary to breed a mare more than the allowed (3) cycles Weatherford Equine can then bill mare owner for all services that were previously charged under the original Chute Fee as well as all other treatments and services performed, in the event that this situation does occur the mare owner will be notified prior to rendering services.
5. If mare is to be bred with Shipped Semen, I understand that Stud Fee and Chute Fee must be paid in full before any semen will be shipped, and the charged Chute Fee will include either three (3) on-site pickups, or two (2) Standard overnight delivered cooled semen shipments, or one (1) Counter to Counter Same Day Delivery of shipped cooled semen. In regards to frozen semen, the chute fee will include one standard overnight shipment. If my mare does not settle, or conceive a pregnancy via embryo transfer, from the Chute Fee included shipments I agree to pay a fee of \$275.00 per Standard Overnight Delivery, or \$200.00 per pickup, or \$425.00 per Counter to Counter Airline Shipment per subsequent order, or \$500.00 for each consecutive Counter to Counter or Standard Overnight Delivery frozen semen shipment, or \$350.00 for each consecutive Standard Ground Delivery frozen semen shipment. Each delivery will include all shipping charges. Every attempt will be taken to deliver the semen to mare owner in good condition, but once shipment leaves Weatherford Equine they cannot be held responsible for untimely delivery or condition of the cooled semen. I am also aware that On-Site mares will receive priority, and all Shipped Semen mares will be serviced on a first order first serviced basis if necessary, therefore there is No Guarantee that semen will be available for any specific day. Semen orders will be requested by 5 pm CST the day prior to semen collection, and cancelled by 8:00 am CST the day of collection. Shipment requests made after 8:00 am CST are subject to a lake request fee of \$50.00. For Canadian shipments, please contact our office for additional instructions and fees. Semen containers must be returned within 5 business days of receipt. If the container is not received within 5 business days, the mare owner shall pay a non-return fee of \$30.00.
6. Embryo Transfer. I understand that if an embryo transfer is performed and multiple embryos are recovered during embryo harvesting, I will be held accountable for an additional Stud Fee \$ **2,800.00**, within (60) days of confirming pregnancy in order to receive a certificate for the additional foal(s). If a conception from a multiple embryo harvest does not produce a Live Foal after the Mare Owner pays for additional Stud Fee(s), it is the Stallion Owners discretion to refund the Stud Fee for the additional conceptus or allow it to be counted as a Rebreed for the following breeding season.
7. It is further agreed that if the mare dies before producing a live foal or becomes unfit to breed before being pronounced safe in foal, a substitute mare will be allowed for the current breeding season or the following season only. No Stud Fee will be refunded. In case the stallion becomes unserviceable for whatever reason, Stallion Owner will utilize frozen semen if available to satisfy the terms of the contract for (1) year following the season the stallion is deemed to be unserviceable.
8. It is my understanding that care will be taken for both the mare and/or foal presented to Weatherford Equine, to prevent accident, sickness, injury or death and that the mare owner will not hold Weatherford Equine, its owners, employees, the stallion owner or any of their employees responsible if any such occurrences should arise. It is understood that Weatherford Equine, its owners, employees, veterinarians and guests shall not be held liable for any injury, escape, disability, or death of any horse on its premises whether from fire, flood, theft, act of God or any other reason.
9. Weatherford Equine and affiliated Stallion Owner will have a necessary lien for all fees, charges and expenses that are incurred while the mare and/or Foal are under the care of Weatherford Equine. Mare owner shall be responsible and hereby agree to pay for all legal fees and/or attorney/court costs incurred by Weatherford Equine or the affiliated Stallion Owner to enforce this agreement or any portion thereof. It is expressly agreed that this contract is performed in Parker County, Texas, and venues for any actions hereunder will be in Parker County, Texas.
10. No mare will be bred, and no semen will be shipped without a completed Stallion Service Contract that is signed by Mare Owner and Stallion Owner or Agent of Stallion Owner. At this time the contract will be a binding contract on both parties, subject to the above terms and conditions.

Mare Owner (Please print): _____

Signature of Mare Owner: _____

Street Address: _____

City/State/ZIP: _____

Phone #: _____

Email: _____

Signature of Stallion Owner/Agent: _____

Payable to Stallion Owner: PAID BY
Stud Fees: **\$2,800.00**

Payable to Weatherford Equine:
Chute Fees: **\$650.00**
Total Due: **\$3,450.00**

Date Contract Signed: _____