

Supremat OLD Fresh Semen Breeding Contract

This Supremat OLD Breeding Contract is made on _____ day of _____, 20____ by and between Dawn Chamorro (“Stallion Owner”) and _____ (“Mare Owner”).

Stallion Owner: Dawn Chamorro
Address: 12638 Huffmeister Rd
Cypress, TX 77429
Phone: 281-352-0944
Email: info@SuprematOLD.com
Website: www.SuprematOLD.com

Stallion: Supremat OLD
Registration #: DE 433330642208
Breeder: Stall Troff
Birthdate: 02.03.2008
Color: Black
Standing At: Isabella Farms

Mare Owner/Purchaser:

Name: _____ (“Mare Owner/Purchaser”)

Address: _____ City/ST/Zip: _____

Cell Phone: _____ Home Phone: _____ Fax: _____

Email: _____

Website: _____

Mare to be bred:

Name: _____ (“Mare”)

Breed: _____ Reg #: _____ Birthdate: _____

Color: _____ Sire: _____ Dam: _____

Dam’s Sire: _____ Owned by: _____

Veterinarian:

Name: _____

Address: _____ City/ST/Zip: _____

Phone: _____ Email: _____

Current status of Mare:

Last breeding date of Mare? _____

Are you doing and embryo transfer?

If yes, Mare Owner understands that if embryo transfer results in more than one pregnancy then Mare Owner will pay Stallion Owner _____ for each additional pregnancy. The above Mare Owner/Purchaser agrees that no embryo transplants from the above named mare using semen from Supremat OLD are to be done without the prior written permission of Dawn Chamorro, the Stallion Owner. If embryo transplant is done without prior written permission from Stallion Owner, Mare Owner/Purchaser will be liable to pay Stallion Owner full breeding fee of \$1500.00 for each individual embryo.

Are you leasing mare?

If yes, Lessee states they have full permission from owner that they have permission to breed Mare listed in this contract.

Mare Owner will submit a copy of Mare’s registration papers with pedigree and a photo of Mare at the time contract is submitted.

Breeding Fees:

Stallion Owner requires 50% down and 50% when confirmed in foal.

Booking Fee: Mare Owner must pay a booking fee of _____ to secure and reserve a breeding.

Booking Fees is non-refundable and will be credited towards the breeding fee.

Breeding Fee: Breeding Fee for Supremat OLD is _____. Once booking fee is paid, Mare Owner will pay _____ before semen is shipped. Mare Owner will be shipped _____ breeding dose(s). Once mare is confirmed in foal Mare Owner will pay Stallion Owner the remaining balance of _____. Mare Owner will receive one (1) breeding certificate per contract.

Please make all payments via money order, wire transfer, cashier's or certified check.

Collection & Shipping Fee:

Semen is collected and shipped by:

**Waller Equine Hospital
Dr. Bonner Baldwin
28234 FM 2920 Waller, TX 77484
Phone: 936-931-2900
Email: Bbaldwin@wallerequine.com**

Below is just an estimate of cost. All prices are subject to change. Please contact Waller Equine for exact cost.

Collections are only done Monday's through Fridays. Mare Owner must give stallion owner and Waller Equine Hospital 24 hours' notice of collection. Container does not have to be shipped back. There are no deliveries on Sundays. Waller Equine also has a counter to counter shipping option available. Once contract is signed and payment is made, Mare Owner must contact Waller Equine Hospital to notify them of upcoming collection.

Collection only – phantom	\$129.50
Semen Centrifugation	\$35.00
INRA 96 Extender	\$19.36
Equine Express Container	\$48.00
Equine Express Overnight Shipping	\$110.00
Brief Semen Evaluation	\$27.00
Total	\$368.86

Shipping: Mare Owner is responsible for all shipping, tank rental, and handling fees associated with delivery of the semen from the collection facility and return of the shipping container.

Once shipment arrives it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24 hours of delivery. Stallion Owner shall not be responsible for lost semen shipments or delays in delivery not within the control of the Stallion Owner such as missed flights, weather delays, failure of third party service, or acts of God. Stallion Owner will not be responsible for lost or damaged semen whilst in the possession of your veterinarian.

Where would you like semen shipped? This is very important.

If other, please specify:

Name: _____

Address: _____ City/ST/Zip: _____

Phone: _____ Fax: _____ Email: _____

Terms and Conditions:

1. A “dose” is defined as a single insemination unit which shows at **minimum** a 30% post-thaw progressive motility.
2. The stallion Supremat OLD has been annually tested negative for: EVA (Equine Viral Arteritis), VS (Vesicular Stomatitis), EIA (Equine Infectious Anemia / Coggins), and CEM (Contagious Equine Metritis).
3. The Mare’s health condition is the responsibility of the Mare Owner/Purchaser. The Mare Owner/Purchaser will insure that the mare is in sound breeding condition. We recommend that Mare Owner/Purchaser’s vet will examine and assess your Mare’s breeding soundness, a negative uterine culture is not required prior to breeding, and we do expect you to follow your veterinarian’s recommendation. The Mare Owner/Purchaser shall assume all responsibility for the condition and management of the mare and will bear all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever and therefore agrees to hold Stallion Owner or any person employed or associated with Isabella Farms / Dawn Chamorro harmless for any and all damages associated therewith.
4. In the event fresh semen becomes unavailable due to unforeseeable circumstances, before Mare is first serviced pursuant to this contract, this contract shall be terminated and the Stallion Owner shall return the portion of the breeding fee paid by the Mare Owner/Purchaser within a period of 60 days. The booking fee is non-refundable.
5. We recommend that the Mare Owner/Purchaser vaccinate the mare for Rhinopneumonitis (Equine Herpes Type 1) at 5, 7, and 9 months of pregnancy, the Mare Owner/Purchaser shall also insure that the mare is kept in proper condition, and be kept up to date on all worming and all other vaccinations. We strongly recommend that the above mare be checked for pregnancy and ultrasounded by a veterinarian 14-17 days post breeding. The mare should be re-checked between 28-35 days for pregnancy and heartbeat. The Mare Owner/Purchaser must inform **Dawn Chamorro** of the above named mare’s pregnancy status after each pregnancy check.
6. Upon giving birth to a Live Foal, Stallion Owner will issue a breeding certificate to Mare Owner/Purchaser and any other documentation to register Mare’s offspring as long as all fees are paid and providing a receipt of written notification signed by the attending veterinarian detailing dates of insemination and pregnancy examinations, pregnancy status as well as identification of the mare that was bred. Mare Owner/Purchaser is responsible for compliance with any registry requirements for the use of the fresh cooled semen and payment of any fees for the subsequent registration of foals conceived. No paperwork or certificates shall be issued until all requirements are met.
7. The mare is booked by name and the booking is valid only to the mare listed in this contract. Neither booking nor the return privilege or any part of this contract can be transferred without written permission from the stallion owner.
8. **If Mare Owner/Purchaser Breaches Contract in any way, Mare Owner/Purchaser will be responsible for paying Stallion Owner an additional \$1500.00 plus all other fees listed in this contract.**
9. Mare Owner must contact Stallion Owner for instructions on what to do with any unused semen.
10. **Governing Law and Venue.** This contract shall be governed by the laws of TEXAS. The parties hereby agree that any legal action under this contract must be brought in HARRIS COUNTY, TEXAS.

Live Foal Guarantee:

1. If mare fails to conceive, abort, die, or not produce a “Live Foal” during the _____ (year) season the Stallion Owner guarantees that the Mare Owner/Purchaser shall have the right to rebreed or substitute mare (upon approval of the Stallion Owner) within the current or following year only. A ‘Live Foal’ shall be defined as a foal that stands, nurses and survives for a period of at least 24 hours from the time of birth.
2. In the event that the Mare does not produce a “Live Foal”, then the Mare Owner/Purchaser shall provide Stallion Owner with a veterinarian’s certificate stating the date and time of the foal’s birth, date and time of death, and supposed cause of death within 5 calendar days of such death.
3. In the event that the Mare loses or aborts the pregnancy, the Mare Owner/Purchaser shall provide Stallion Owner within 5 calendar days of discovery of such pregnancy loss a veterinarian’s certificate detailing dates of pregnancy examinations, indicating when the pregnancy was lost or aborted and supposed cause of abortion.
4. Mare Owner/Purchaser shall notify Stallion Owner within 5 calendar days of the last insemination of the year if the mare did not conceive, in order to be eligible for rebreed the following year. A statement signed by the veterinarian is required to be submitted to the Stallion Agent detailing identification of the mare, insemination and pregnancy check dates and certifying that the Mare has not become pregnant during the first breeding season.
5. In the event that the Mare dies, Breeder shall provide Stallion Agent with a veterinarian’s certificate of death within 5 calendar days of such death. The substitution of a replacement mare does not extend the original terms of the Agreement.
6. If any part of this contract is breached or violated by Mare Owner/Purchaser or Mare’s failure to give birth to a Live Foal is due to the actions or inactions of Mare Owner, or that of Mare Owners agents, employees, contractors, or family members, including the failure to vaccinate Mare, Mare is substituted with another mare without written consent, omissions from Mare Owner or Mare Owner’s parties, or Mare Owner/Purchaser fails to notify Stallion Owner after any failed attempts described above then the Live Foal Guarantee is Null and void and Stallion Owner shall have no further obligations to Mare Owner/Purchaser.

Please provide where foal will be registered: _____

This contract contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties. No oral modifications will be considered part of the contract. All parties have read, understand, and agree to all the terms and are signing contract of their own free will.

Stallion Owner:

Mare Owner/Purchaser:

Signature

Signature

Print Name

Print Name