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office@bvsstx.com

FOR OFFICE USE ONLY:

Check/CC: _____ Contract #: _____

Date Received: _____

Breeding Fee Paid: _____ Farm Fee Paid: _____

2024 FLAMING FIRE WATER STALLION BREEDING CONTRACT

ALL CONTRACTS/PAPERWORK MUST BE TO BVSS 72 HRS PRIOR TO ORDERING SEMEN OR PAY \$100 RUSH FEE

GENERAL TERMS:

1. BRAZOS VALLEY STALLION STATION LP (BVSS) hereby reserves one breeding to **FLAMING FIRE WATER AQHA Registration #4062329 (5 PANEL N/N)** for the Mare _____, Reg. # _____, for the Breeding Fee of **\$2,000** plus Farm Fee of **\$375** (Made payable to BVSS) during the 2024 breeding season, Feb 1st to July 15th. A Non-Refundable booking fee of **\$500** will be due when returning signed contract (booking fee will be deducted from breeding fee). This contract is non-transferable nor assignable without prior written consent from BVSS. **Contracts that are not paid in full by July 15th of 2024 will be cancelled. Contracts paid in full but not utilized will be cancelled and refunded after July 15th.**
2. If the Stallion should die or become unfit for service prior to the mare getting in foal, the Breeding Fee shall be refunded. Farm Fees are non-refundable.
3. Accounts will be billed monthly on or about the first of the month. Accounts are due in full on the 10th of the month. A finance charge of 1.5% per month on the unpaid balance will be added to all accounts, computed from the due date. **THE MARE AND/OR FOAL WILL NOT BE RELEASED BY BVSS UNTIL THE ACCOUNT IS PAID IN FULL.**
4. The owner must attach a copy of the mare's registration papers to this agreement and provide all other information as requested. The Owner agrees to breed the mare specified. If a mare change/substitution is needed, the first substitution is free of charge. Each additional substitution will have a \$150 charge unless extenuating circumstances apply. If that is the case, please give us a call. **A fine of \$1,000 will be issued for inseminating any other mare without notifying BVSS first of the change.**
5. Should any foal which is born to the mare, pursuant to this contract, not stand and nurse, the Owner shall be entitled to a re-breed the following year only for this mare. **THIS RE-BREED SHALL APPLY ONLY IF BVSS IS NOTIFIED WITHIN ONE (1) WEEK OF THE DEATH OF THE FOAL. THIS NOTIFICATION MUST BE ACCOMPANIED BY A STATEMENT FROM A LICENSED VETERINARIAN, STATING THE CAUSE OF DEATH.** BVSS's sole liability and obligation for any foal that is born to the mare but does not stand and nurse, shall be the granting of a re-breed. Such breeding shall apply to the Breeding Fee only and only to the season immediately following the season set forth in this contract. The Owner shall pay Farm Fees for the mare, under the same terms set forth in this contract. If the mare proves not to be in foal as a result of this contract or if the foal does not stand and nurse, BVSS has the option to re-breed the mare the following year only. BVSS has the option to require that the mare be brought in-house for the re-breeding. All re-breeds must pay a Farm Fee that is applicable for that breeding season. 2nd year re-breeds will be at the discretion of the Stallion Owner, additional breeding fees may apply.
6. This contract provides for one (1) Breeder's Certificate. If multiple embryos are retrieved from one breeding, an additional breeding fee will be assessed. It will be the responsibility of the Mare Owner to notify BVSS of the number of embryos transferred. If multiple embryos are desired and it takes more than one breeding, an additional contract is required for each breeding. If Mare Owner desires to do a frozen embryo, it will be their responsibility to pay all nomination fees. It is also the Mare Owner's responsibility to notify BVSS when the embryo is frozen and when utilized. **If not reported by November 1st, the mare owner will be responsible for all late fees (\$100 per embryo).** If ICSI procedure is used to produce multiple embryos, Additional Embryos Fees are as follows: **Advertised breeding fee of year each embryo is utilized plus an Office Fee of \$300 each** (all fees are due when recipient mare has a 60-day positive pregnancy check).
7. TO OBTAIN A "BREEDER'S CERTIFICATE" YOU MUST NOTIFY BRAZOS VALLEY STALLION STATION LP OF THE BIRTH OF THE FOAL. CERTIFICATE WILL NOT BE ISSUED IF THE ACCOUNT HAS NOT BEEN PAID IN FULL. THE STALLION OWNER IS RESPONSIBLE FOR SIGNING THE BREEDER'S CERTIFICATES.
8. Mare owner shall hold Stallion Owner and BVSS harmless for any accident, injury, theft, disease, sickness, or death suffered by the mare and/or foal, or any other cause of action whatsoever arising out of or connected in any way with On Farm Breeding. This includes but is not limited to, any claims of damages, loss or injury that may occur to any person or personal property.
9. In the event of any injury or death to the mare and/or foal, the mare owner will look solely to his/her own insurance. In the event anyone assesses a cause of action against Stallion Owner on account of injury or death to the mare and/or foal, BVSS shall be held harmless from any such cause of action including cost of defending same.
10. If it should become necessary for BVSS to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due, the mare owner will pay BVSS all expenses and costs, including reasonable and necessary attorney's fees incurred by BVSS in enforcing this contract.
11. Any dispute related to this contract will be governed by the laws of the State of Texas and venue of any dispute arising from this Contract shall be in Erath County, Texas.
12. This contract is non-transferable nor assignable without prior written consent from BVSS.
13. All International Clients or US Clients must pay with US Funds via Credit Card (3% Surcharge for MC, VISA, DISCOVER or 4.5% for AmEX), Wire Transfer (\$50 Surcharge) or check from a US Bank account.

ON FARM:

1. **ALL CONTRACTS/PAPERWORK MUST BE IN BEFORE ARRIVAL.**
2. The Breeding Fee and Farm Fee must be paid prior to or upon mare arriving at BVSS. Mare owner must attach a copy of the mare's registration papers to this contract and provide all other information as requested.
3. If your mare will be an embryo donor, BVSS can perform the embryo flush and transport the embryo to a separate embryo transfer facility of the Mare Owner's choice. BVSS can also transport the mare as needed to the embryo transfer facility of choice. The Owner must arrange for such service.
4. BVSS will diligently try to settle the mare from Feb 1st, 2024, through July 15th, 2024. The Mare Owner agrees to allow BVSS ample opportunity to settle the mare, including specifically breeding the mare through at least three (3) heat periods. If for any reason the mare does not settle, the Mare Owner will hold BVSS harmless.
5. The Farm Fee is non-refundable. The Farm Fee of \$375 includes collection of the stallion and record keeping. Not included in the farm fee are palpations, ultrasounds, routine inseminations, breeding soundness exams, special insemination procedures, uterine treatments, hormone therapy, diagnostic testing, and pregnancy checks. These items will be billed monthly.
6. The Mare must be healthy and in sound breeding condition. The Mare must be halter broken.
7. A current (within 12 months) negative Coggins is required. Mares arriving without a current Coggins will be tested at the mare owner's expense at the time of arrival. Vaccinations, deworming and farrier history must be provided when the mare is delivered for breeding. Vaccinations must be current within 90 days and shall include Encephalitis, Tetanus, Influenza, Rhinopneumonitis, West Nile, Rabies and if required, Strep Equi (Strangles). Mares arriving with inadequate vaccination history will be vaccinated at the Owner's expense at the time of arrival. The mare shall be de-wormed monthly at mare owner's expense while at BVSS regardless of history.
8. BVSS veterinarians will check the mare for normal breeding conditions and perform other such services as BVSS, in its sole judgment, deems necessary and the Owner shall pay the expense for such services. These services include, but are not limited to, deworming, farrier service, hauling fees, treatment for uterine infection, treatment for cuts and abrasions, preventative measures and breeding soundness examinations including culture and biopsy.

INITIALS:

ARRIVED:	_____
WEIGHT IN:	_____
COLLAR#:	_____
LOCATION:	_____

2024 ON FARM INFORMATION SHEET

RETURN THIS FORM WITH BREEDING CONTRACT AND COPY OF REGISTRATION PAPERS

Mare Name: _____ AQHA #: _____ AGE: _____

Contract Owner: _____ Billing Email Address: _____

Billing Address _____

City, State, Zip: _____ Phone: (____) _____

Agent (Person Dropping off Mare) Name/ Phone: _____

ALL BILLING SENT VIA EMAIL- PLEASE CHECK YOUR SPAM!!!!

Show Mare _____ Stall Only _____ Pasture _____

STALLION: _____

Insurance Info: _____

Embryo Transfer: Yes No ET Facility: _____ Phone: _____

**OWNER IS RESPONSIBLE FOR HAVING RECIPIENT FACILITY ARRANGEMENTS COMPLETE
PRIOR TO ANY EMBRYO TRANSFERS.**

6 Panel Results: _____ Coggins Date: _____

EWT Date: _____ West Nile _____ Flu _____

Rhino _____ Strep _____ Rabies _____

Last Farrier _____ Name / Number _____

Does this mare require Regumate: Yes No Pergolide/ Prascend: Yes No

Culture Date: _____ Culture Results: _____

Other Pertinent Mare Info: _____

Arrived With: _____

**ALL CONTRACT FEES, FARM FEES, AND ANY ADDITIONAL EXPENSES MUST BE PAID IN FULL PRIOR TO MARE
DEPARTING FROM BRAZOS VALLEY STALLION STATION.**

***** ALL PAPERWORK MUST BE SUBMITTED 72 HOURS PRIOR TO ORDERING SEMEN *****

VETERINARIAN INFORMATION FOR SHIPPED SEMEN

Veterinarian Clinic: _____

Veterinarians' Name: _____

Veterinarian Email: _____

Shipping Address: _____

City, State, Zip: _____

Office Phone#: _____ Cell Phone#: _____

NEAREST MAJOR AIRPORT: _____

CREDIT CARD AUTHORIZATION FORM

CREDIT CARD INFORMATION (A VALID CARD MUST BE ON FILE PRIOR TO ANY PROCEDURES DONE)

*****THERE IS A 3% PROCESSING FEE FOR CREDIT CARD PAYMENT AND AMEX ACCEPTED WITH A 4.5% PROCESSING FEE****

Email for Insemination Feedback: _____

(An email will be sent to this address 14 days after the shipment goes out for a pregnancy update.)

BILLING EMAIL: _____

Credit Card Type: _____ **Credit Card Number:** _____

Expiration Date (MO/YR): _____ **Security Code:** _____

Name on Credit Card: _____

Billing Address: _____

City, State, Zip: _____

Signature: _____ **Date:** _____

Do you authorize BVSS to use this credit card for the Breeding Fee & Farm Fee?

Yes, Full Amount When Contract is Received

Yes, but Booking Fee Only

No, I will send a check

Do you authorize BVSS to use this credit card for future shipping charges (If necessary)?

Yes

No