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_Date:___

2021 ON FARM BREEDING CONTRACT COUNTIN HOT CHECKS

ALL CONTRACTS/PAPERWORK MUST BE IN BEFORE ARRIVAL

| 2. | BRAZOS VALLEY STALLION STATIO | ON LP (BVSS) hereby reserves o | one breeding to <u>Countin Hot</u> | Checks , AQHA Registration | #5754939 (5 Panel N/N) for the | |
|--|---|--|---|----------------------------|--|--|
| Mare | | | | | on mare arriving at BVSS. | |
| 3. | Mare owner must attach a copy of th | e mare's registration papers to this | s contract and provide all other inform | nation as requested. | | |
| 4. 5. | If the Stallion should die or become unfit for service prior to the mare getting in foal, the Breeding Fee shall be refunded. Chute Fees are non-refundable. 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. | | | | | |
| э. | BVSS can also transport the mare as | | | | | |
| 6. | BVSS will diligently try to settle the m | • | , | 3 | | |
| | breeding the mare through at least the | | | | | |
| 7. | The Chute Fee is non-refundable. The | | | | | |
| 8. | breeding soundness exams, special insemination procedures, uterine treatments, hormone therapy, and diagnostic testing. These items will be billed on a monthly basis. The Mare must be healthy and in sound breeding condition. The Mare must be halter broken. | | | | | |
| 9. | 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/or Strep Equi (Strangles). Mares arriving with inadequate vaccination history will be vaccinated at the Owner's expense at the | | | | | |
| 10 | time of arrival. The mare shall be de-wormed monthly at mare owner's expense while at BVSS regardless of past history. | | | | | |
| 10. | 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, worming, treatment for uterine infection, treatment for cuts and abrasions, preventative measures and breeding soundness examinations including culture and biopsy. | | | | | |
| 11. | The mare owner shall pay for the fee | | re and/or foal as follows: | | | |
| | Stall Board Dry \$20/day | Stall Board Wet \$22/day | Stall Board/Show Mare \$30/day | Pasture Board Dry \$18/day | Pasture Board Wet \$20/day | |
| 12 | De-worming: varies | Farrier (as charged by the farri | er) Plasma: \$300 | | | |
| | Foaling Fee: \$400 (includes foal alert, observation & attendance of normal foaling, does not include complicated foaling or newborn care) | | | | | |
| | Hauling to veterinary facility or transfer facility, etc. @ \$1.00/mile | | | | | |
| | Veterinary expenses other than those covered by chute fee as well as embryo flushing will be at the Mare Owner's expense. | | | | | |
| 12. | Accounts will be billed monthly on or about the first of the month. Accounts are due in full on the 10 th of the month. A finance charge of 1.5% per month on the unpaid balanc will be added to all accounts, computed from the due date. THE MARE AND/OR FOAL WILL NOT BE RELEASED BY BYSS UNTIL THE ACCOUNT IS PAID IN FULL. | | | | | |
| 12 | 13. 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. | | | | | |
| 15. | 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 mare | | | | | |
| | owner shall pay board, veterinary, farrier and Chute Fees for the mare, under the same terms set forth in this contract. | | | | | |
| 14. | 2 nd year re-breeds will be at the discretion of the stallion owner, additional breeding fees may apply. | | | | | |
| | This contract provides for one (1) Breeder's Certificate. If multiple embryos are retrieved from one breeding additional contracts and/or breeding fees will be at the discretion | | | | | |
| | of the stallion owner, it will be the responsibility of the Mare Owner to notify BVSS of number 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 solely 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 ICSI procedure is used to produce multiple | | | | | |
| | embryos, it will be at the discretion of the stallion owner to determine applicable fees. | | | | | |
| 16. | 6. TO OBTAIN A "BREEDER'S CERTIFICATE" YOU MUST NOTIFY BRAZOS VALLEY STALLION STATION LP OF THE BIRTH OF THE FOAL. CERTIFICATE WILL NOT BE ISS | | | | | |
| | CCOUNT HAS NOT BEEN PAID IN FULL. THE STALLION OWNER IS RESPONSIBLE FOR SIGNING THE BREEDER'S CERTIFICATES. | | | | | |
| 17. 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 stall 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 stall 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 stall 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 stall 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 stall 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 stall hold Stallion Owner and BVSS harmless for any accident, injury, the stall hold Stallion Owner and BVSS harmless for any accident, injury, the stall hold Stallion Owner and BVSS harmless for any accident hold Stallion Owner and BVSS harmless for any accident hold Stallion Owner and BVSS harmless for any accident hold Stallion Owner and BVSS harmless for any accident hold Stallion Owner and BVSS harmless for any accident hold Stallion Owner and BVSS harmless for any accident hold Stallion Owner and BVSS harmless for any accident hold Stallion Owner and BVSS harmless for any accident hold Stallion Owner and BVSS harmless for any accident hold Stallion Owner and BVSS harmless for any accident hold Stallion Owner and BVSS harmless for any accident hold Stallion Owner and BVSS harmless for any accident hold Stallion Owner and BVSS harmless for any accident hold Stallion Owner and BVSS harmless for any accident hold Stallion Owner and BVSS harmless for any accident hold of the stall hold of the st | | | | | The state of the s | |
| | 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 persor or personal property. | | | | | |
| 18 | or personal property. 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 | | | | | |
| 10. | 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. | | | | | |
| 19. | 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. | | | | | |
| 20. | 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. | | | | | |
| | This contract is non-transferable nor assignable without prior written consent from BVSS. | | | | | |
| 22. | All International Clients or US Cli | 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 B | ank account. | | | | |
| MA | MARE OWNER: | | BVSS/AGENT: _ | Jeremy Bar | wick | |
| ADI | ADDRESS: | | BVSS SIGNATUR | BVSS SIGNATURE: | | |
| | | | | | | |
| CITY/STATE/ZIP: | | ACCEPTANCE DA | ACCEPTANCE DATE: | | | |

Phone#:______E-mail: _____

Owner/Agent Signature: ___