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2019 ON FARM BREEDING CONTRACT THOMAS E HUGHES

1. BRAZOS VALLEY STALLION STATION LP (BVSS) hereby reserves one breeding to THOMAS E HUGHES, AQHA Registration #4342973 (Herda N/N) for the Mare _____, Reg. # _____, for the Breeding Fee of **\$1,350**, plus Chute Fee of **\$650** (Made payable to BVSS) during the 2019 breeding season, Feb 1st to July 15th. **A separate contract is required for each breeding to this mare** if more than one pregnancy (via embryo transfer) is desired. The Breeding Fee and Chute Fee must be paid prior to or upon arrival at BVSS.
2. Owner must attach a copy of the mare's registration papers to this contract and provide all other information as requested.
3. 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.
4. **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 or ship the embryo as needed to the embryo transfer facility of choice. The Owner must make arrangements for such service.
5. BVSS will diligently try to settle the mare from Feb 1, 2019 through July 15, 2019. 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.
6. The Chute Fee is non-refundable. **The Chute Fee includes all palpations, ultrasounds, routine inseminations and record keeping.** Not included in the Chute Fee are breeding soundness exams, special insemination procedures, uterine treatments, hormone therapy, and diagnostic testing. These items will be billed on a monthly basis.
7. The Mare must be healthy and in sound breeding condition. The Mare must be halter broken.
8. A current (within 12 months) negative Coggins is required. Mares arriving without a current Coggins will be tested at the 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 time of arrival. The mare shall be de-wormed monthly at Owner's expense while at BVSS regardless of past history.
9. 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.
10. The Owner shall pay for the feeding, boarding and care of the mare and/or foal as follows:
 Stall Board Dry \$20/day Stall Board Wet \$22/day Stall Board/Show Mare \$27/day Pasture Board Dry \$18/day Pasture Board Wet \$20/day
 De-worming: varies Farrier (as charged by the farrier)
 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. @ \$.60/mile
 Veterinary expenses other than those covered by chute fee as well as embryo flushing will be at the Mare Owner's expense.
11. 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.**
12. 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 board, veterinary, farrier and Chute Fees for the mare, under the same terms set forth in this contract.
13. 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. **All re-breeds must pay a Chute Fee.** If the mare is to be re-bred, but fails to be delivered to the breeding facility the following year, for any reason, no portion of the Breeding Fee shall be refunded. **2nd year re-breeds will be at the discretion of the stallion owner, additional breeding fees may apply.**
14. This contract provides for one (1) Breeder's Certificate. If multiple embryos are retrieved from one breeding, 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 frozen embryo is utilized. **If ICSI procedure is used to produce multiple embryos**, it will be at the discretion of the stallion owner to determine applicable fees.
15. **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.**
16. 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.
17. In the event of any injury or death to the mare and/or foal, the 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.
18. 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 Owner will pay BVSS all expenses and costs, including reasonable and necessary attorney's fees incurred by BVSS in enforcing this contract.
19. 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.
20. This contract is non-transferable nor assignable without prior written consent from BVSS.
21. **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.**

MARE OWNER: _____

BVSS/AGENT: Jeremy Barwick

ADDRESS: _____

BVSS SIGNATURE: _____

CITY/STATE/ZIP: _____

ACCEPTANCE DATE: _____

Phone#: _____

E-mail: _____

Owner/Agent Signature: _____

Date: _____



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2019 MARE OWNER INFORMATION SHEET

****RETURN THIS FORM WITH BREEDING CONTRACT and COPY OF REGISTRATION PAPERS****

NAME OF MARE: _____ **STALLION CHOICE:** _____

Carry (y/n): _____ Embryo Transfer (y/n): _____ ISCI (y/n): _____ Frozen Embryo (y/n): _____

MARE OWNER INFORMATION:

Name of Owner: _____

Billing Address: _____

City, State, Zip: _____

Cell Phone#: _____ Home Phone#: _____

E-mail Address: _____

Insurance Company (if applicable): _____ Phone#: _____

VETERINARIAN INFORMATION (for shipped semen)

Veterinarian Name: _____

Veterinarian Clinic: _____

Shipping Address: _____

City, State, Zip: _____

Office Phone#: _____ Cell Phone#: _____

NEAREST MAJOR AIRPORT: _____

CREDIT CARD INFORMATION (A VALID Credit Card MUST be on file with BVSS prior to first shipment!)

VISA, MASTERCARD, DISCOVER ACCEPTED

THERE IS A 3% PROCESSING FEE FOR CREDIT CARD PAYMENT AND

AMEX ACCEPTED WITH A 4.5% PROCESSING FEE

Credit Card Type: _____ Credit Card Number: _____

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

Name on Credit Card: _____

Billing Address: _____

City, State, Zip: _____

Signature Authorization: _____ Date: _____