

# Breeding Contract 2021

This certifies \_\_\_\_\_, here referred to as Mare Owner/Agent, has engaged one service to the stallion, **Iron Enterprise, AQHA #4035047**, for the mare \_\_\_\_\_ Reg # \_\_\_\_\_ for the 2021 breeding season beginning February 1st. The mare owner agrees to pay a breeding fee of \$2,000 (Price includes \$550 chute fee for first shipment), which includes a \$500 ~~NON-REFUNDABLE~~ booking fee. Breeding fee also covers first shipment of semen: additional shipments and chute fees will be at mare owner's expense at a rate of \$550 per shipment. Any deviation from these terms must be specified in writing and signed by Kevin and Amy Smith or Melanie Thurston. The balance of the entire breeding fee is due prior to first shipment of semen or insemination of mare. All payments must be made payable to Capall Creek Farm LLC.

## *Pre-Breeding Arrangements ~*

The mare owner must provide the following to Iron Enterprise, when making a booking:

1. Copy of both sides of registration certificate, if breeding a thoroughbred mare, an AQHA assigned "T" number is mandatory for registration.
2. Copy of signed breeding contract
3. Proof of current veterinary reproductive exam and normal uterine cytology and / or uterine culture. (only upon request)
4. All Applicable Fees:
  - I. The booking fee and stud fee must be paid in full before any cooled semen will be shipped.
  - II. Any incomplete registration certification or unpaid charges will result in a hold of the mare's name on the appropriate stallion breeding report.
  - II. Semen will not be shipped to any mare unless shipping has been prepaid.

## *Breeding Arrangements~*

1. Stallion is collected on an as needed basis. It is the mare owner's and his/her veterinarian's responsibility to confirm breeding/shipping dates.
2. **To guarantee shipping, mare owner, or agent, must give at least 24 - 48 hour notice of possible semen shipment required, and confirm shipment definitely required 24 hours prior to actual shipment.**
3. Every effort will be made to accommodate your mare's breeding time-frame; however, it is the mare owner's responsibility to keep in touch with Capall Creek Farm, so that your veterinarian and ours can get your mare in foal on a timely basis. Failure to adhere to these arrangements may result in missed heats and delayed shipments, at the mare owner's expense. A veterinarian knowledgeable in successful insemination techniques must oversee off site inseminations, in order to maximize the potential of a timely pregnancy.
4. If a mare dies or is deemed unfit to breed during the breeding season, a substitute mare, approved by the stallion owner, may be bred without any additional breeding fee, but mare owner is responsible for shipping fees.
5. The mare owner agrees to have the mare checked by ultrasound no later than 18 days after insemination. If ultrasound is unavailable, mare owner agrees to have the mare checked for pregnancy by licensed veterinarian within 30 days of insemination. Mare owner agrees to provide Capall Creek Farm, with the results of the pregnancy exam no later than 30 days after insemination.

6. **Live foal guarantee:** The LFG shall be conditioned upon compliance by Mare owner of all conditions set forth in this Contract. Stallion Owner hereby guarantees to Mare Owner that a single, live foal will result from the privileges granted herein. "Live Foal" means that the foal will stand and nurse. It is further agreed that should the mare die, prove barren, abort the foal, or if the foal is stillborn, Mare Owner is entitled to a return service for the subsequent breeding season only to Stallion, provided that Mare Owner has remained in compliance with the terms and conditions set forth herein and all outstanding accounts with regard to the rights and privileges granted herein are paid in full. If Stallion dies, sells or becomes unfit to breed before mare is bred, Stallion Owner shall have no liability to Mare Owner except notification of its occurrence. Should Stallion die, sell or become unfit to breed before mare is bred, then frozen semen, if available, shall be used to fulfill the contract. Refunds will be given at the sole discretion of Stallion Owner. If The Mare dies during breeding season, Mare Owner may substitute another mare upon written approval of alternate mare by both parties to this Contract. Stallion Owner shall be released from the LFG and the LFG shall be void if:
- Mare Owner fails to notify Capall Creek Farm within forty-eight (48) hours after the time of foaling that a live foal was not produced; and
  - Within fourteen (14) days after such event, Mare Owner has not provided certification that foaling was properly attended and produces a veterinarian's statement substantiating the failure of the mare to produce a live foal.
7. Should Mare undergo an Embryo Transfer (ET) procedure and produce multiple embryos from one or more inseminations to Stallion or produce multiple foals naturally, Mare Owner will be responsible for multiple Service Fees, equal to the number of foals produced from the mating. Should Mare produce multiple embryos through ET, Mare Owner is obligated to inform Stallion Owner or Stallion Manager of the existence of multiple embryos within 90 days of multiple embryos being flushed from Mare. Mare Owner will be responsible for additional Service Fee(s) at that time. Should Mare produce multiple foals naturally, Mare Owner is responsible for additional Service Fee(s) when foal(s) are considered Live Foals under the terms of the LFG.
8. The breeding season for this contract shall begin February 1st and close July 1st, of the year dated on contract.

***Shipment Information and Additional Charges for Cooled Transported Semen:***  
***It is the mare owner's responsibility to order a shipment at least 24 hrs in advance.***

1. Semen will be sent via Counter-to-counter airline shipments (same day arrival). Unless pickup arrangements have been made.
2. Availability of airline shipment depends on air cargo routes operated by Airlines. Mare owner should check with their Airport for weekend, holiday delivery or customer pickup.
3. **Capall Creek Farm shall not be responsible for the COSTS arising from shipments lost, damaged, or delayed in transit, or condition of cooled shipped semen upon delivery. We have no control of the shipment after it leaves our custody.**
4. Customer must provide name of destination airport where shipment is to be sent.
5. It is the mare owner's responsibility to return a copy of the INSEMINATION CERTIFICATE, signed by administering Veterinarian or Breeding Facility Manager to Capall Creek Farm and forward a signed copy of the certificate to the appropriate Breed Registry. Mare owner is also responsible for blood typing or DNA testing their mare as per AQHA rule #209 or APHA rule RG-165.

6. **WARRANTY.** NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERRED BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE THAWED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS IS GIVEN BY THIS AGREEMENT.

***Payment Information:***

All payments may be made by check, or card and must be in US Funds. **A 3% processing fee will be added to any payments made by Credit Card.** All shipping and charge fees are subject to change. Payments must be made in full prior to semen shipped.

***Mare Owner Information:***

\_\_\_\_\_  
Owners Name as shown on AQHA / APHA Records                      AQHA ID # or APHA ID #  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature of Mare Owner or Agent: \_\_\_\_\_  
Name of mare: \_\_\_\_\_  
Breed: \_\_\_\_\_ Registration #: \_\_\_\_\_  
Expected Due Date or Expected Breeding Date: \_\_\_\_\_

***Contact Information:***

Contact Person: \_\_\_\_\_  
Contact Person Phone #: \_\_\_\_\_  
Contact Fax: \_\_\_\_\_  
Shipping Address: \_\_\_\_\_  
Closest Airport: \_\_\_\_\_

***Iron Enterprise Contact Numbers:***

**Capall Creek Farm Breeding Manager:** Melanie Thurston: 207-514-4790  
**Stallion Owners:** Amy Smith: 207-318-5495, Kevin Smith: 207-712-6595  
**Email:** capallcreek@gmail.com

***Please Mail or Email Completed Contracts to:***

Iron Enterprise  
230 Dugald Lane.  
Hampstead, NC 28443

OR

[capallcreek@gmail.com](mailto:capallcreek@gmail.com)