

## West View Farm Breeding Contract 2007

I, \_\_\_\_\_, (hereafter referred to as Mare Owner) agree to breed my mare \_\_\_\_\_, to the Swedish Warmblood Stallion, Sonnig (here after referred to as **Stallion**), owned by West View Farm for the season of 2007. Contract shall be for shipment of fresh-cooled semen / frozen, with a Live Foal Guarantee subject to provisions below. West View Farm agrees to provide stallion service from the above stallion to the named mare of Mare Owner above. Both West View Farm and Mare Owner mutually agree to the following conditions:

**1. Mare Owner** agrees to pay the stud fee of \$ \_\_\_\_\_ (please initial) Stud fee is as checked above. Of this amount, \$200 is a non-refundable booking fee, which is due with the contract. A second payment of \$250 is due before any semen can be shipped. This total of \$450, which includes the booking fee, includes the first shipment of semen.

**2. Mare Owner** is responsible for all round-trip shipping costs of Equitainer. Mare Owner agrees to supply either a Fed Ex number, or a credit card to cover Equitainer shipping expense. Mare owner agrees to return the shipping canister within five days to West View Farm. A late fee of \$25 per day will be charged for every day past 5 days from the time the shipping canister arrived at location specified. West View Farm will issue shipping documents for round-trip shipping of the Equitainer. It is mare owner's responsibility to assure timely return of the container. Shipping canister must be returned in good condition and with all parts. Mare Owner agrees to immediately pay for replacement parts or whole container, if lost. The first semen collection will not be charged for, and is included in the stud fee. All subsequent collections are subject to a \$175 collection fee plus round-trip shipping fees. Mare owner agrees to supply a credit card to cover these collections, and hereby authorizes West View Farm to charge the collection fee when Mare Owner or their veterinarian calls for a shipment. No shipments (after the first collection) will be shipped unless paid for in advance, either by credit card or pre-payment with a check. The balance of \$ \_\_\_\_\_ is due when the resulting foal has stood and nursed, and is due to West View Farm within seven days of the foal's birth.

**3. Mare owner** hereby verifies that mare is in good health and also has a good history of reproductive health. Mare owner agrees to provide a veterinary certificate (see Mare Health Form) that a current uterine culture and cytology shows that the mare is free from infection and is in sound breeding condition prior to breeding. This is also required of maiden mares. A culture may be done on the same heat cycle your mare is bred in, as long as we know the certificate will be coming, we will ship semen. The Mare Owner agrees to have the mare inseminated by a licensed, experienced equine reproduction veterinarian. A licensed veterinarian must administer fresh-cooled semen, on the day of delivery, or the stallion owner shall be considered to have fulfilled all contractual obligations and any guarantees. Mare owner understands that palpations and ultrasounds by a veterinarian are part of the normal breeding process, and it is mare owner's responsibility to discuss those fees and services with their veterinarian before breeding. Those fees are mare owner's responsibility. Typically, they may be \$500 to \$800 per heat cycle.

**4. Live Foal Guarantee** is subject to mare owner reasonably attempting to breed the mare, and limited to two years (two breeding seasons) if there are breeding difficulties. Mare owner must have mare ultra sounded for pregnancy and twins by a licensed veterinarian, between days 15 and 20 from possible conception. Mare owner must also have the mare ultra sounded and checked for pregnancy for a 2nd time approximately 45 days after breeding. If Mare Owner does not do these ultrasounds, the Live Foal Guarantee provision of this contract is null and void. If mare fails to conceive or produce a live foal that stands and nurses, the mare may be rebred to stallion, provided it is within the two years of the contract. Mare owner must provide written verification and a statement of details by a licensed veterinarian, within 30 days of the death of the foal, or if the mare is found to be barren when examined before 45 days from the last insemination. Mare owner must notify stallion owner of mare's pregnancy status at that time, or all foal guarantees are null and void. If the mare needs to be bred in year two of the contract, a non-refundable booking fee of \$100 must be paid in year two. If mare lost her foal, the Veterinary Statement must state that mare was properly cared for, in that Veterinarian's opinion, including feeding, worming, vaccinations, and care appropriate to a mare in foal. Mare owner agrees to ask their veterinarian regarding vaccinating the mare for rhinopneumonitis between the 5th and 9th month of pregnancy. Although we do not require this vaccination, it may be prudent to do so if the mare is exposed to outside horses.

**5. Mare owner** agrees that the semen will only be used for the mare named in this contract. If any other mare is bred without West View Farm's written approval, then a penalty fee of three times the stallion fee is due from the mare owner named in this contract. Embryo transfers must be approved in advance, and are subject to private treaty. One stud fee is due for each resulting embryo.

**6. In the event of a dispute**, mare owner agrees that the venue for all legal proceedings will be in Jackson County, Oregon. The mare owner agrees to pay all collection costs, attorney fees, court costs, necessary travel expenses, postage or express mail fees, etc. necessitated or reasonably incurred by West View Farm or collection agency if there is late payment of any fees.

**7. Mare Owner** agrees to pay all fees agreed upon in this agreement, including 1.5% per month finance charges for late balances. If payment in full has not been made within 60 days from the foal's birth, mare Owner hereby agrees that a lien on the resulting foal is granted to Stallion Owner and that the foal cannot be sold or ownership transferred until said lien is paid in full. A breeding certificate will not be issued unless all fees due to stallion owner are paid in full. If there are unpaid balances per the terms of this contract, West View Farm is not required to perform any services until full payment is made.

**8.** If an **agent**, on behalf of Mare Owner, signs contract, agent guarantees payment as set forth herein.

**9. Mare Owner** must return the following with the Breeding Contract.

- Mare Health Form
- Copy of mare's registration papers.
- Photo of mare (use of photo is for West View's record purposes).

**10. Calling for semen shipment:** Please give notice the first day your mare is in heat. **Please call the farm by 8 pm, the night before** you need a shipment to go out. We will ship by fed ex the next morning. Please remember we are on Pacific Standard Time. We will ship requests that come in on the day of shipment if at all possible; however there is a **\$25.00 fee for same-day requests**. West View Farm is not responsible for any lost, delayed or damaged semen. It is the Mare Owner's responsibility to request insurance for the container or semen during shipment.

**11.** This contract cannot be assigned or sold without West View Farm's consent. In the event of the mare's death, or unfit to breed, this contract is null and void, and can only be transferred to another mare with West View Farm's consent. In the event of the death of the stallion, West View Farm reserves the right to fulfill contract with frozen semen from stallion. West View Farm or its owners shall not be liable or responsible for any disease, accident or injury to the mare to be bred, nor shall the owner of the mare be responsible for any disease, accident or injury to the named stallion. **Note! It is the mare or foal owner's responsibility to verify registration requirements for the foal.**

**I hereby agree to the above terms:**

Please print your name \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Zip \_\_\_\_\_

Telephone: ( ) - E-mail \_\_\_\_\_

Mare owner or agent signature \_\_\_\_\_

West View Farm, stallion owner  
West View Farm  
1550 Upper Applegate Road  
Jacksonville, Oregon 97530  
(541) 899-4451  
Cell (541) 890-5778

**Address We Ship To:**

(If yours just put  
"Above" \_\_\_\_\_

**Information We Need To Ship:**

Your Vet's Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Phone Number \_\_\_\_\_

**Will this address work for Saturday delivery? Yes / No (circle)**

**(You may need to ask Fed Ex 1-800-463-3339)**

**Fees Due:**

\$ \_\_\_\_\_ Booking Fee, to reserve your breeding

\$ \_\_\_\_\_ Additional due before first shipment

\$ \_\_\_\_\_ Balance when foal is born

**Total: \$** \_\_\_\_\_

*Additional \$25.00 fee for same-day semen request  
(No charge if you telephone by 8:00 pm the night before).*

**Shipping Fees:**

You will need to pay for round-trip shipping for the Equitainer for all shipments.

**Your Fed Ex account #** \_\_\_\_\_

Save Time! Set up a FedEx account for return shipment--very easy at Fedex.com)

**Your visa account #** \_\_\_\_\_ expiration date \_\_\_\_\_

(We require this to charge for additional collection fees other than first collection)

**Thank you for your order!**

**IMPORTANT.** Please initial each page of contract **sign and mail 2 copies.**