



## Breeding Contract for Transported Semen Gone Viral standing at Piedmont Equine Associates

This Agreement is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Piedmont Equine Associates, Inc and the undersigned Agent, Mare Owner or Lessee of the mare (herein referred to as "Mare Owner"):

1. **Engagement:** Mare Owner hereby engages one breeding service to Gone Viral ("Stallion") for the mare ("Mare") listed below for the 2019 breeding season commencing on February 1, 2019 and ending on June 30, 2019.  
Mare's Name: \_\_\_\_\_ Registration # \_\_\_\_\_
2. **Breeding Fees:** The breeding fee shall be \$1,750, which includes:
  - a. A non-refundable Booking Fee of \$500 which is due at the signing of this Contract to reserve a breeding to the above-named stallion in 2019.
  - b. A non-refundable Stallion Breeding Fee \$1,250 is due to prior to any shipment of semen.
  - c. All fees will be paid to Piedmont Equine Associates, Inc.
3. **Collection and Processing Fees:**
  - a. Fresh cooled semen will be shipped at a rate of \$275 per shipment for Federal Express Priority Overnight.
  - b. \$375 per shipment for Same Day Air.
4. **Registration Papers:** A copy of the Mare's registration papers is required with the signing of this Contract. The Mare Owner agrees that the Mare shall be in sound breeding condition and free from infection or disease. A negative uterine culture is required for maiden and open mares prior to the shipment of semen.
5. **Semen Shipments:** Shipping days beginning on February 1<sup>st</sup> - Mondays, Wednesdays, and Fridays
  - a. Your veterinarian/mare manager must call (706/752-1818) or email (asims@piedmontequine.com) the day prior to the collection day by 5 pm (EST) to place the mare on the shipment request list.
  - b. Orders must be confirmed or canceled by 9 am (EST) on the collection day.
  - c. On occasion there may be insufficient semen to fulfill all semen requests. Priority will be given to on-farm mares and those mares deemed "most likely to settle" on this date as determined by information provided by Mare Owner's veterinarian or breeding technician.
6. **Equitainer:** The Mare Owner is responsible for returning the container to Piedmont Equine Associates at the Mare Owner's expense via Federal Express or USPS. There will be a \$25 per day late fee charged on all containers not returned in the allotted time.
7. **Live Foal Guarantee:** Stallion Owner guarantees that a single live foal will result from the breeding privileges granted herein. The term "live foal" means that one foal resulting from the breeding stands alone, nurses, and lives for twenty-four (24) hours. It is understood that if the Mare proves barren, aborts her foal, or if the foal is stillborn, a return breeding will be guaranteed the following year only, providing proper notification is given as defined below:
  - a. Written certificate by a licensed veterinarian within 48 hours that the Mare absorbed, aborted, or produced a non-viable foal.
  - b. Mare Owner verifies in writing that such abortion or death did not result from any act or omission on the part of the Mare Owner.



8. **Multiple Foals:** It is agreed to by the Stallion Owner and the Mare Owner that only one foal will be registered for each breeding that is secured with this contract and that the semen received will only be utilized on the Mare named above. It is the intent of the Stallion Owner that only one mare per Contract be inseminated with transported semen. When utilizing Embryo Recovery and Transfer, should more than one embryo result from a breeding, Mare Owner agrees to pay an additional Stallion Breeding Fee (\$1,250) within 45 days of insemination in order to receive a breeding certificate for additional foals.
9. **Substitutions:** If the Stallion dies, is sold or becomes unfit for service during the breeding season, and the Mare is not in foal, this agreement shall become null and void. The Breeding Fee (less the Booking Fee), if paid in full, will be refunded to the Mare only if the Stallion dies AND the Mare proves barren or does not produce a live foal. For no other reason than the Stallion dying will money be refunded. If the Mare dies or becomes unfit for service, another mare may be substituted only upon agreement modification by both the mare owner and Piedmont Equine Associates.
10. **Litigation:** Any litigation that may result from this Contract must take place in Morgan County, Georgia. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of the State of Georgia. All objections to venue are waived.
11. **Waiver of Liability:** Neither Piedmont Equine Associates, Inc nor their employees, officers or veterinarians shall be held liable and shall be released and held harmless from any and all claims, causes of actions, expenses and damages of any nature resulting from or relating to any escape, accident, injury, sickness, disability and/or death of mare/or foal as well as any exercises of judgement by the released parties in connection with the custody and care of the mare and/or foal.
12. **Liquidated Damages:** Should any dispute arise that is not otherwise governed or covered by a provision in this contract, including but not limited to, a dispute alleging that Piedmont Equine has breached this Breeding Contract, the parties hereby specifically agree that damages, expenses, costs and fees including attorney's fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of \$2,500.00.
13. **Contract:** This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract. Additional agreements must be individually initialed by the parties. When Mare Owner and Piedmont Equine sign this Contract, it will be binding on both parties, subject to the above terms and conditions.

**Mare Owner:** \_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Association ID# (AQHA, APHA, APHC)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

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

\_\_\_\_\_  
Email



**Piedmont Equine Associates, Inc – Stallion’s Authorized Agent:**

\_\_\_\_\_  
Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

**Veterinarian/Mare Manager/ Breeder:**

\_\_\_\_\_  
Facility/Farm Name

\_\_\_\_\_  
Contact

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Preferred Major Airport

\_\_\_\_\_  
Semen Shipping Address

\_\_\_\_\_  
City, State, Zip

*Daniel R. Pike, DVM & John R. Elliott, DVM*

*Lianna R. Osborne, VMD      Hope J. Burge, DVM      Chloe F. Hancock, DVM*

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