



2024 Breeding Contract for 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 and the undersigned Agent, Mare Owner or Lessee of the mare (herein referred to as "Mare Owner"):

2024 Cool Semen Breeding will be onsite at Piedmont Equine only. Shipped semen will only be available in ICSI doses.

1. **Engagement:** Mare Owner hereby engages one breeding service to Gone Viral ("Stallion") for the mare ("Mare") listed below for the 2024 breeding season commencing on February 1, 2024, and ending on June 30, 2024.
Mare's Name: _____ Registration # _____.
2. **Breeding Services & Fees:** All fees will be paid to Piedmont Equine Associates, Inc. prior to any shipment. Select the service requested by this contract by marking the corresponding box below:
 - Cooled Semen (On Farm ONLY):** The Breeding Fee shall be \$2,000, 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 2024.
 - b. A non-refundable Stallion Fee \$1,500 is due to prior to breeding
 - Rebreed Contract:**
 - a. Rebreed fee - \$250
 - Donated/Auction Breeding:**
 - a. Stallion service fee - \$300
 - Oocyte Aspiration & Intracytoplasmic Sperm Injection (ICSI) Breeding:** The Breeding Fee shall be \$1,000 which includes:
 - a. A non-fundable semen use fee of \$500 due at the signing of this Contract to reserve a breeding to the above-named stallion in 2024.
 - b. A non-refundable Stallion Fee of \$500 is due prior to any shipment.
 - c. Stallion breeding fee is for one live foal. One frozen straw will be sent for each contract completed. If additional pregnancies result from ICSI procedures, additional stallion fees will be due upon confirmation of a 45-day pregnancy.
 - d. Shipping charges will be based upon preferred procedure location.
3. **Registration Papers:** *A legible 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 breeding.
4. **Semen Shipments:** Shipments are for ICSI breeding ONLY.
 - a. Your veterinarian/mare manager must call (706/752-1818) or email (asims@piedmontequine.com) to arrange shipment for all ICSI breeding. Shipments should be requested early to avoid expedited shipping costs.
 - b. Doses will be shipped upon receipt of payment for both the breeding and booking fees.
 - c. Piedmont Equine only assumes responsibility to ship semen in viable conditions and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged or lost in transit.

5. Oocyte Aspiration & Intracytoplasmic Sperm Injection (ICSI): It is agreed to by the Stallion Owner and Mare Owner that if multiple embryos are produced during the ICSI process, that the mare owner will be responsible for an additional Stallion Fee (\$1,000) upon confirmation of a 45-day pregnancy. All frozen embryos must be used during the breeding season following the initial contract. If the conception does not produce a live foal after the mare owner pays the additional stallion fee, the mare will be considered a rebreed for the following breeding season.
6. On Farm Breeding:
 - a. The Breeding Fee and Booking Fee must be paid prior to or upon arrival of the mare at Piedmont Equine.
 - b. Piedmont Equine will diligently try to settle the mare from Feb 1st, 2024, through June 30th, 2024. The Mare Owner agrees to allow Piedmont Equine ample opportunity to settle the mare. If for any reason the mare does not settle, the Mare Owner will hold Piedmont Equine harmless.
 - c. If your mare will be an embryo donor, Piedmont Equine can perform the embryo flush and transport the embryo to a separate embryo transfer facility of the Mare Owner's choice.
 - d. Piedmont Equine veterinarians will check the mare for normal breeding conditions and perform other such services as Piedmont Equine, in its sole judgment, deems necessary and the Owner shall pay the expense for such services. These services include, but are not limited to, deworming, farrier service, hauling fees, treatment for uterine infection, treatment for cuts and abrasions, preventative measures and breeding soundness examinations including culture and biopsy.
 - e. The mare owner shall pay for the feeding, boarding and care of the mare and/or foal.
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 ICSI procedure, should more than one embryo result from a breeding, Mare Owner Agrees to pay an additional Stallion Fee (\$1,000) upon confirmation of a 45 day pregnancy in order to receive a breeding certificate for additional foals.
9. Rebreeds: If the mare does not produce a live foal the first breeding season, the mare owner is entitled to a rebreed the following year. Fees will apply as detailed in section 2. If the mare owner fails to return the mare for breeding season following the initial contract, then the right to rebreed is cancelled and the stallion owner is released from further obligation.
10. 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 owner 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.



11. **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.
12. **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.
13. **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 \$2,000.00.
14. **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/Address to which ICSI doses should be sent:

Facility/Farm Name

Contact Person

Phone Number

Email

City, State, Zip



Credit Card Authorization:

By signing below, I authorize Piedmont Equine Associates, Inc. to charge the following credit card for charges not prepaid before shipments are sent. There will be a 3% transaction fee applied when the card is processed. In the event that you would prefer to mail a check, the check must be received by our office prior to the shipment leaving our practice.

Please charge this card for:

- Booking Fee \$500
- Stallion Fee \$1,000
- Rebreed Fee \$250
- ICSI Breeding \$1,000
- ICSI Shipping If Necessary
- Other _____

Name (as it appears on card): _____

Card Type: Visa _____ Master Card _____ AE _____ Care Credit _____

Card Number: _____

Expiration Date: ____/____ Security Code: _____

Cardholder Signature: _____ Date: _____