



Schaack Family Performance Horses
PO Box 322
Edgemont, SD 57735
Tim Schaack Cell: 605-484-9714

STALLION BREEDING CONTRACT

This Stallion Breeding Contract (Agreement) is made this _____ day of _____, year _____, between Tim & Paula Schaack (Stallion Owners) and _____ (Mare Owner).

Mare Owner agrees to breed the mare named _____, Reg # _____, to the stallion, WHOZE YOUR DADDY, standing at the Colorado State University Equine Reproduction Laboratory for the 2023 breeding season for a fee of **\$2000** for a live foal. If the mare is booked prior to Feb. 5th, 2023, the Breeding Fee will be **\$1750**. A **\$500 Non refundable Booking Fee** is due upon return of this contract and is included in the breeding fee. 2023 Rebreed Fee is **\$500**.

Select contract type:

- New Contract \$2000 (\$500 Booking Fee included)
- Early Booking \$1750 (\$500 Booking Fee included)
- Rebreed \$500

Please return contract, booking fee, copy of mare’s registration papers, and shipped semen information form (if applicable) to:

Colorado State University Equine Reproduction Lab
1693 Campus Delivery
Fort Collins, CO 80523-1693
Email: erl@colostate.edu
Phone: 970-491-8626
Fax: 970-491-7005

1. **FEES AND CHARGES:** The breeding fee includes a non-refundable booking/rebreed fee of \$500.00 as part of the stallion service fee. Balance must be paid with all other expenses before shipment or breeding of the mare. **All payments for shipped semen must be made with Colorado State University Equine Reproduction Laboratory before any semen is shipped. All Shipping containers must be returned within 48 hours to avoid late return penalty.**

2023 Colorado State University Equine Reproduction Laboratory Fees are as follows:

Cooled Semen Shipment (Overnight)	\$400
Cooled Semen Shipment (Same Day Airline)	\$600
Dry Shipper Rental	\$100 (per shipment)
Frozen Semen Handling Fee	\$50 (per shipment)
Frozen Semen Shipping Fee	\$250

2. **COOLED SEMEN SHIPMENT: STALLION WILL BE COLLECTED ON MONDAY, WEDNESDAY, and FRIDAY. Semen must be requested by 4:00 pm MST the day prior to the necessary collection day and**

canceled/confirmed by 9:00 am MST the day of collection. All on-farm mares at CSU ERL will receive preference. Frozen Shipment- 24 HOUR NOTICE (Fees and Charges are due).

3. **FACILITIES, CONDITION, TREATMENT:** Breeder agrees to provide suitable facilities for the care and feed of the mare at CSU ERL. If you choose to breed your mare at CSU ERL, mare owner is responsible for all fees incurred and will provide payment to CSU ERL upon billing. This will be void if shipped semen is provided. Breeder will exercise judgement consistent with the recognized standards in care and supervision on mare/or foal. Breeder's veterinarian will examine mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the mare and/or foal. All veterinarian expenses will be taken up with CSU ERL if mare is bred on the stallion station facility.

Mare Owner agrees that when a cooled semen shipment is requested, the mare will be healthy and in sound breeding condition, free from infections or contagious diseases, and registered with the American Quarter Horse Assn., The Jockey Club, or The American Paint Horse Assn. A copy of both sides of the mare's registration papers shall be attached to this Agreement. Mare must have a current negative coggins test if taken to CSU ERL for breeding.

4. **BREEDING OF MARE BY SHIPPED SEMEN:** Mare Owner is responsible for all facets of breeding the mare and agrees to comply with all AQHA, APHA, and ApHC requirements concerning the use and handling of Cooled Semen. Mare Owner agrees that a licensed veterinarian who is qualified and experienced in the use and handling of cooled semen will perform the insemination. Mare Owner agrees to use his/her best efforts to perform the insemination procedure within 24 hours, but not more than 72 hours after collection from the stallion. Mare Owner agrees to use all cooled semen provided by this Agreement for the mare named in this agreement and no other. **AS THE USE OF COOLED SEMEN IS AN EMERGING TECHNOLOGY, STALLION OWNER MAKES NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE COOLED SEMEN, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. STALLION OWNER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE COOLED SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY, OR CHARACTERISTICS.**

Breeder agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, Mare Owner will hold Breeder and/or stallion owner blameless. Mare Owner must leave the mare with Breeder or certified veterinarian until Breeder's veterinarian pronounces mare safe in foal, to insure the "Live Foal Guarantee". If mare owner chooses not to leave mare with the Breeder or veterinarian after the mare has been bred, then it will be up to the Mare owner to have the mare ultra-sounded by a licensed veterinarian 14-16 days after being bred. The results should be reported to CSU ERL and Stallion Owner. Any mare not ultra-sounded 14-16 days after being bred will make the "Live Foal Guarantee" null and void.

5. **MULTIPLE EMBRYO TRANSFER:** If more than one embryo is produced from a stallion breeding under this Agreement and if multiple embryos are transferred, then Mare Owner must notify Stallion Owner within 48 hours of transfer of embryo(s). If embryo transfers result in multiple pregnancies, then Mare Owner must pay Stallion Owner the Stallion Service Fee for each pregnancy.
6. **LIVE FOAL GUARANTEE:** If the mare fails to produce a live foal from the breeding privilege granted by this Agreement, Mare Owner may rebreed the mare (or substitute mare mutually agreed upon by Mare Owner and Stallion Owner) during subsequent breeding season. If after being pronounced "safe in foal", the mare should miscarry, abort, or prove barren after leaving the Breeder's premises, Mare Owner has the privilege to return her for breeding during the current breeding season or the following year. Mare Owner may not assign this breeding contract or substitute any other mare for the mare under this Agreement, without the prior written consent of Stallion Owner. Any attempted assignment without the prior consent of Stallion Owner will, at the option of Stallion Owner, terminate the Agreement and release Stallion Owner from all obligations hereunder. **"Live foal" means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours. This return breeding privilege is conditioned upon Mare Owner giving Stallion Owner written notice within 5 days after the foaling or aborting that the mare did not produce a live foal.** This notice must be accompanied by (A.) a certificate from the attending veterinarian that no live foal was born, and (B.) a return of the breeder's certificate. **There will be a \$500 Rebreed fee assessed on all rebreeds along with any other expenses.**

7. **BREEDERS CERTIFICATE:** The Breeders Certificate will be issued for the foal, conceived by this mating, when breeding fee and all other expenses have been paid in full. Owner must contact the Stallion Owner when the mare foals.

8. **TERMINATION:** Both parties agree that Schaack Family Performance Horses, the Breeder, their agents or employees are not liable for death, sickness, and/or accidents including consequential damages caused to the stallion. Every attempt will be taken to deliver cooled semen to mare owner in good condition; however, once the shipment leaves CSU ERL, Schaack Family Performance Horses and/or CSU ERL cannot be held responsible for delayed arrival or condition of semen upon arrival to Mare owner. It is further agreed that if the stallion dies or becomes unfit for breeding in the opinion of Stallion Owner, this Agreement will, at the option of Stallion Owner, immediately terminate on behalf of Mare Owner. If Stallion Service Fee (less Booking Fee) will be refunded, Stallion Owner and Mare Owner will be released from any further obligations under this Agreement. If the stallion is sold, the new stallion owner will honor rebreeds for one year from the date of the breeding. No refunds will be issued if the stallion is sold. If the mare dies or becomes unfit to breed before pronounced safe in foal, the Breeder will accept another mare upon approval. However, should mare die after being pronounced safe in foal, the "Live Foal Guarantee" will be null and void.

This contract is non-assignable. Breeder strongly recommends Mare owner carry full insurance on mare and/or foal. This contract is entered into the State of South Dakota, will be interpreted, and enforced under the laws of the state. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in the written contract. When Mare owner and Breeder sign this contract, it will then be binding on both parties.

The 2023 Breeding Fee costs are as follows (Shipping and other CSU ERL Fees not included):

- \$2000 New Contract Breeding Fee (Includes booking fee)**
- \$1750 Early Booking Breeding Fee (Includes booking fee)**
- \$500 Rebreeding Fee**

STALLION OWNER:

By: Tim Schaack
 (Schaack Family Performance Horses by Tim and/or Paula Schaack)

MARE OWNER:

By: _____
 (Printed Name and Signature of Mare Owner, or Authorized Agent)

Billing Address: _____

Home Phone: _____
 Office or Cell Phone: _____
 Fax #: _____
 Email: _____

For office use only:

Booking/Rebreed Fee of \$500 received by

Date: _____

\$500	Booking/Rebreed	<u> </u>	Check	<u> </u>	Credit Card
\$ _____	Breeding Fee Balance	<u> </u>	Check	<u> </u>	Credit Card