

Stallion Breeding Agreement

_____ (Mare Owner) hereby agrees with Jean Chaney (Breeder/Stallion Owner) on _____ (date), to purchase a breeding by shipped frozen semen to the stallion, Triple Pines Brooks, AMHA registration number 195217 for the 2024 breeding season to

MARE NAME _____ Breed/REGISTRATION # _____

MARE AGE _____ MARE HEIGHT _____ MARE COLOR _____

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. The parties warrant that they have the right, inclusive of ownership of the horses and breeding rights herein named and described, to enter into this agreement.
2. BREEDING: Mare Owner agrees to pay the Morgan Stallion Fee of \$1,000.00, with an additional \$250 non-refundable booking fee, for a total of \$1,250. All such fees must be paid current as of the date owner requests the shipment of semen. Semen will not be shipped unless fees are paid in advance. Stallion is available via frozen semen only.
3. DURATION: This contract is valid for two successive breeding seasons following the date of this agreement. A copy of the mare's registration certificate must be provided prior to shipment of semen.
4. SEMEN SHIPMENTS: Mare Owner shall contact Evergreen Equine Veterinary Practice (Telephone: (360) 568-1114) to arrange for shipment of semen. Mare Owner is responsible for all shipment and veterinary fees. Requests for shipments of semen require a twenty-four (24) hour notice. All shipments shall be made by Federal Express, UPS, or other service at the Breeder's discretion.
 - a) Semen will be administered to mare by a professional equine reproduction veterinarian or specialist.
 - b) The semen shipped under this contract will be used only for inseminating the mare named above.
 - c) Mare Owner shall be responsible for all insemination, veterinarian, or any other breeding related costs required to timely breed owner's mare with cooled transported semen.
5. LIVE FOAL GUARANTEE: The term "Live Foal" shall mean a foal that stands, nurses, and survives twenty-four hours. All foals born as a result of the breeding shall be presumed to be live foals unless the Breeder receives written notification within ten (10) days of the date of death, signed by a licensed practicing veterinarian certifying that such foal was not a live foal.

If owner's mare fails to settle, or conveys but fails to produce a live foal, as the result of insemination by transported semen during the current breeding season, and all conditions of this

agreement have been met, a re-breed of the mare will be honored during the next successive breeding season, with a maximum of four additional straws, provided that the following requirements are upheld:

- A. **Vaccination and Health of Mare Requirements:** Mare Owner is required to give Pneumabort- K + 1b(EVH-1) rhino vaccinations during the pregnancy of the mare. Mare must be kept in good health, at an acceptable weight and wormed regularly.
- B.1 **Mare did not Settle:** In the event that the mare does not settle in foal, the Mare Owner must provide certification that the mare is not pregnant within two (2) months of the AI insemination.
- B.2. **Loss of Foal:** In the event that a live foal was not born, a foal passes within 24 hours of birth, or that the mare absorbs or aborted the foal, the Stallion Owner shall be notified in writing by a licensed Veterinarian within ten (10) as to the cause of death for the foal, along with any details pertaining to difficulties at parturition.
- C. **Fitness for Pregnancy:** Veterinarian certification must be provided that the mare is fertile and fit to carry to term.

An additional non-refundable booking fee of \$250 will be assessed for all such return breedings. Second year rebreeds are subject to an additional booking fee plus any increase in stud fees. A “No Live Foal Guarantee” applies on rebreeds. After a second year rebreed, this contract will become null and void and any and all stud fees will be forfeited.

None of the aforementioned fees are refundable. Failure to follow these guidelines will void the Live Foal Guarantee. In the event that the mare is sold or otherwise disposed of prior to the birth of the foal, the Live Foal Guarantee will no longer be valid.

- 6. **EMBRYO TRANSFER AND TWINS:** Mare Owner agrees to use the shipped semen to breed only the designated mare in accordance with this contract and registry rules.

Should more than one embryo or foal result from any breeding performed under this breeding Mare Owner shall pay Breeder an additional stallion fee for each embryo obtained from the breeding performed under this contract. Such payment shall be due within 60 days of breeding if embryos are flushed from the mare or within two weeks of foaling in case of twins in order to receive a breeding certificate for the additional foals. In the event that such an embryo is sold by the Mare Owner to a third party, the Live Foal Guarantee under this contract will be null and void.

- 7. **REGISTRATION OF FOAL:** Mare Owner must pay all fees due under this contract in order for the foal to be eligible for registration.
- 8. **BREACH OF CONTRACT:** If the Mare Owner should breach this contract in any way, this contract will be interpreted in accordance with the laws in the state of Washington, and the Mare Owner will be held responsible for any and all court costs and reasonable attorney fees incurred as a result of said breach.
- 9. **ASSUMPTION OF RISK:** The Mare Owner assumes all responsibility and risk of loss or damage in regards to health of the said mare, including but not limited to: infection, injury, disease or death. As a result, the Mare Owner agrees that Stallion Owner will be held harmless from any liability which arises as the result of the preparation for and actual insemination of owner's mare.

10. ENTIRETY OF AGREEMENT: This Agreement sets forth the entire agreement among the Parties hereto and replaces and supersedes all other understanding, commitments, oral conversations, and agreements relating to the subject matter hereof. This Agreement cannot be modified, altered, amended or otherwise changed except by an agreement in writing signed by the Parties hereto. No Party shall assign this Agreement without the prior written approval of the other Parties.

This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail (e.g., PDF, DocuSign or other equivalent) shall be as effective as delivery of an original executed counterpart of this Agreement and can be used for all purposes.

No waiver of a provision of this Agreement shall be deemed waiver of any other provisions, nor shall a waiver of the occurrence or performance of a condition or covenant in one or more instances be deemed a waiver of the future occurrence or covenant thereof.

11. Method of Delivery. Any written notice to be given hereunder shall be sent by registered or certified mail, return receipt requested, addressed to the opposite party at its address set forth herein, by delivering same personally to such party at the address set forth herein, or by facsimile transmission (with delivery confirmation) to the facsimile number set forth herein, or by email or electronic mail to the email addresses provided by the Parties. The Parties specifically acknowledge and agree that notice is effective upon electronic transmission and waive any challenge to such notice. Any notice mailed, telefaxed, emailed, or personally delivered shall be deemed to have been given on the date of mailing, the date of personal delivery, the date after being sent by telefax, or the date of transmission of the email as the case may be.
12. ARBITRATION: Any claim, dispute, or controversy (“Claim”) arising out of or relating to this Agreement or the relationships among the Parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”), under the AAA Consumer Rules in effect at the time the Claim is filed (“AAA Rules”).
ARBITRATION MEANS THAT THE PARTIES WAIVE RIGHT TO JURY TRIAL. Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The parties will split the cost of the arbitrator and arbitration equally. The arbitrator’s decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This Agreement shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in Federal District Court in the State of Washington, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable.
13. This Agreement and the application or construction thereof, shall be governed exclusively by its term and by the laws of the State of Washington. Any disagreements, contests, or lawsuits arising out of or relating to this Agreement shall be brought within the courts of the State of Washington and Breeder agrees to submit to the jurisdiction and venue of the counts of the State of Washington.

SIGNED this _____

day of 2023

Jean Chaney, Stallion Owner/Breeder
13925 238th Avenue NE
Woodinville, WA 98077
(206) 465-7969

Mare Owner: _____
(Print Name)

(Signature)

(Address)

(City, State, Zip Code)

(Telephone)