



# 2018 Breeding Contract Caetano TH

## Transported Fresh Cooled Semen

Office Use
Fee Paid:
Copy of Registration:
Cytology/Culture Report:
Month Booked:
Rebreed:

This Contract is by **ABACUS FARMS**, hereinafter known as, “Breeder”, and

**Mare Owner:**

Breeder and Mare Owner agree to breed the Andalusian mare named :

to the Stallion Named: **Caetano TH** Breed: Lusitano Registry number IALHA 13580 (P) APSL

subject to the following conditions.

**FEES:**

-Nonrefundable booking fee: US \$500

-Stallion service fee: US \$1,250

-Total stud fee US \$ 1,750

-Breeding season: **March 15, 2018 through September 1, 2018**

-Collection and related costs: **at cost paid to collection facility on the collection facility's terms**

**PAYMENT:** Booking Fee of \$ 500 payable with this signed contract, is non-refundable, and will be applied to the total stud fee of \$ 1,750. The total stud fee is due before shipment of semen. Payment made with a personal check will be due 14 days prior to expected shipping date, Mare Owner is responsible for shipping charges of the container and its return to the Breeder. The stallion service fee will be due no later than 14 days prior to the first semen request. Semen requests will not be authorized if payment has not been paid in full. Additional stallion service fees are due and payable in the event an embryo transfer produces more than one foal, A service charge of \$25 per month +1.5% interest we'll be applied on any unpaid balance over 30 days. A NSF bank fee is \$50 per occurrence; Triple the regularly advertised stud fee plus any applicable accrued interest and service fees will be due per mare if additional mares are inseminated without prior approval by stallion owner. Payment of such fee in this instance does not guarantee registration of resulting offspring conceived under fraudulent terms. There is a 4% (5% Canada) convenience fee for using PayPal.com

**MARE OWNER AGREES:** to provide a copy of mare's registration papers, if applicable, Owner assumes responsibility for proper handling and administration of semen and agrees to have recipient mare inseminated by a licensed veterinarian or technician if semen is shipped. Mare Owner agrees that only the mare designated on this contract will be inseminated with the shipped semen. It is the responsibility of Mare Owner to have the Delivery of Semen Certificate signed by the attending veterinarian and returned to Breeder. Mare owner understands that there is a slight possibility that because of excessive demand or unusual circumstances, on certain days, the mare may need to be rescheduled in which case mares may be recycled with prostaglandin. Mare Owner is to notify Breeder once pregnancy has been determined. It is highly suggested that mare owner have the mare ultrasounded between approximately day 15-19 after last insemination, to determine pregnancy status. If mare is not examined by ultrasound by day 45 after insemination, live foal guarantee is null and void, and breeding fee will not be refunded. Mare Owner agrees to keep the mare in good condition to successfully carry a healthy foal.

**REQUESTING SEMEN:** is to be made to Holly Zech at [abacusfarms@gmail.com](mailto:abacusfarms@gmail.com) AND (916) 655-1456. It is essential for Mare Owner to have mare palpated by veterinarian to determine what stage the follicles are before requesting semen to be shipped. Semen will not be shipped unless attending vet has determined that ovulation is eminent within 72 hours.

Mare Owner is to notify Holly Zech on the first day of mare's estrus with 24 hours advance notice to schedule transport of semen. If less than 12 hours advance notice is given, the request will be accommodated only if possible. If request for semen is made after 8 a.m. PST on the day of shipment, a courier fee of \$40.00 will be applied. The usual collection/lab fee will be charged if Mare Owner cancels request of semen shipment after the semen has been collected and processed for shipment. If there should be three inseminations with no resulting embryo, Mare Owner will be required to have the mare veterinary checked for possible uterine tract infections before there will be any further shipments of semen.

**BREEDER AGREES:** to assume responsibility to evaluate and professionally package motile sperm cells with concentration level adequate to inseminate one mare (one billion viable spermatozoa per package). If quantity allows, Breeder will provide two packages of semen in one shipment in the case of questionable ovulation timing and possibly needing a

second insemination for the same mare. Mare Owner is entitled to not more than two semen shipments per estrous cycle. Shipped semen requests will be filled in the order received. Should a licensed veterinarian find said mare to be open after insemination, the mare may receive more shipments of semen anytime during the current breeding season. Mare Owner may substitute another mare, subject to the approval of Breeder, at any time during the breeding season.

**LIVE FOAL GUARANTEE:** this contract contains a “live foal guarantee”. A live foal is described as a newborn foal, which is able to stand and nurse unassisted and or lives to seven days. If a live foal is not produced there are return privileges for the remainder of the current breeding season or the following breeding season (2019) if stallion owner is notified and receives a written veterinarian’s statement confirming mare status within 30 days of mare’s status being realized. Should a return breeding be needed in 2020 a return booking fee of \$500 will be due to stallion owner prior to shipping semen. The stallion service fee is not refundable after semen has been collected and shipped one or more times. Stallion owner will have no further obligation to mare owner after the 2020 breeding season.

**BREEDER'S CERTIFICATE:** Breeder certifies that the stallion complies with all requirements of his breed registry for registration of resulting foal in the IALHA (International Andalusian and Lusitanos Horse Association.) and APSL if applicable. A signed application will be issued for the foal only if Mare Owner is current on all obligations to Breeder. Mare Owner will be responsible for registration fees and expenses.

**REFUNDS:** The stallion service fee is not refundable after semen has been shipped one or more times. In the event of the death or sale of the stallion, Mare Owner has the option of a refund of the stud service fee or acceptance of a substitute stallion owned by Breeder. In no other case is the stallion fee refundable. Booking, collection and shipping fees are not refundable.. If Mare Owner should have the mare serviced by another stallion during the term of this Contract, then this Contract shall become instantly null and void with no refunds given.

**LIABILITY:** a minimum of 1 billion progressively motile sperm will be packaged at the time of the shipment. Stallion owner, collection facility, and their affiliates are not responsible for semen quality once it is left their care. If shipment is lost, delayed or damaged, mare owner assumes all risks of loss including that of lost time and expenses associated with preparation of mare for breeding. Mare owner agrees to hold stallion owner and all associated affiliates blameless if mare does not settle, understanding that the burden of conception is placed solely on the mare owner

**DEFAULT:** Either party may terminate this contract for failure of other party to meet any material terms of this agreement. In the event that it is necessary to resort to a court of law in order to enforce the terms of this Contract or to defend an action against the Mare Owner, it is agreed that the venue of said court action shall be exclusively limited to Sutter County in the state of California and Mare Owner irrevocably consents to the jurisdiction of such courts. The substantive and procedural laws of the United States and the State of California will govern this Contract.

**CONDITIONS:** This Contract cannot be assigned or transferred and constitutes the entire agreement between the parties. By signing, Mare Owner warrants being the owner or a duly authorized agent of the designated mare, is not a minor and acknowledges to have had sufficient opportunity to read this entire document and understands the content. Once signed, this Contract will then be binding on both parties subject to the above terms and conditions.

Stallion Owner Signature:	Date:
Mare Owner Signature:	Date:
Street Address:	Email:
City/State/Zip:	Phone:
Attending Veterinarian:	Phone:

**PLEASE PRINT CLEARLY WHERE SEMEN IS TO BE SHIPPED**

Name	Phone
Address	email
City State	
Zip	

**Return 1) copy of this signed contract to Abacus Farms 7101 Pleasant Grove Rd Pleasant Grove CA 95668**

**With 2) Booking fee of \$500 USD**