



10724 Grice Rd Marietta OK 73448 * (940)-665-7557 * kfeister@hotmail.com

2027 Breeding Contract

Mare Owners Name (as appears on registration papers) _____

Address _____ City _____ State _____ Zip _____

Home Phone _____

Email _____

Mare's Name _____ Reg. # _____ AQHA _____ APHA _____ ApHC _____

Stallion booked to: **Maggic Mike (AQHA #5713018)****Breeding Fee : \$2,500 payable to 1501 Land & Cattle Co / John Vance****Chute Fee: \$500 (first shipment included) payable to Brightstone Ranch.**

Method of Breeding: Transported Semen _____ On Farm _____ Semen Pickup _____

Mare Status: Maiden _____ Barren _____ In Foal _____ Foal at side _____

Date foaled _____

Last Breeding Date _____ bred to (stallion) _____

TERMS AND CONDITIONS OF BREEDING CONTRACT

This agreement is made between Stallion Owner (hereinafter referred to as the stallion owner), and the owner of the mare described above and is subject to the following terms and conditions.

1. A \$500 nonrefundable booking fee is due and payable upon execution of this agreement. Booking fee is included in the breeding fee. For shipped semen contracts the balance of the breeding fee is due prior to ordering semen. For breeding at Brightstone Ranch the balance of the breeding fee is due and payable before mare departs from ranch.
2. Any unpaid fees owed to Brightstone Ranch will be billed with a monthly interest rate of 1.5%.
3. **(INITIAL HERE)** In the event the above mare fails to produce a live foal from the breeding privilege granted herein, mare owner may rebreed the mare (or a substitute mare mutually agreed upon by mare and stallion owners) during the following breeding season only. This guarantee applies only if the mare owner (A) notifies the stallion owner within 72 hours after the time the mare did not produce a live foal, or foal dies; and (B) within 10 days after the mare owners notice, the mare owner provides the stallion owner with a statement from a licensed veterinarian substantiating same. A farm fee of \$500 (includes first semen shipment) is due on all rebreeds. Breeding fee will not be refunded. 2nd and consequent year re-breeds will be at the discretion of the stallion owner, additional breeding fees may apply.
4. **(INITIAL HERE)** If the mare owner fails to contact the stallion owner for a rebreed the year immediately following, then all fees paid shall be forfeited the right to a rebreed is cancelled and this contract is thereby terminated.
5. Mare owner agrees to have mare ultrasounded 14 - 17 days after the last date of insemination and notify Brightstone Ranch of pregnancy status.
6. Mare owner may not assign this breeding contract or substitute any other mare under this agreement without the prior written consent of stallion owner. Any attempted assignment without prior consent of stallion owner will, at the option of stallion owner, terminate this agreement and release stallion owner from all obligations hereunder.
7. **(INITIAL HERE)** It is understood that if the above stallion dies or becomes unfit for service, this contract shall become null and void and the breeding fee less the booking fee shall be refunded to the mare owner.

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8. **(INITIAL HERE)** Embryo transfers: Mare owner agrees to notify stallion owner that this is an embryo transfer breeding. In the event multiple viable embryos are produced from a single flush, mare owner agrees to pay an additional breeding fee for each additional live foal.
9. By signing this contract, mare owner certifies that he/she is sole owner of above-mentioned mare or has authority to enter into this contraction behalf of the owner.
10. A photocopy of mare's registration papers must be furnished with this contract.
11. **(INITIAL HERE)** If the stallion leaves Brightstone Ranch management in the middle of the breeding season, Brightstone Ranch will forward a copy of all contracts and records needed to the stallion owner after which will thus terminate all mare breeding contracts with Brightstone Ranch.
12. **(INITIAL HERE)** Breeders certificates will be issued to the mare owner only after all expenses have been paid in full and upon notification of birth of the live foal. Only one breeder's certificate will be issued for each Total Breeding Fee paid.
13. **Maggic Mike is four panel tested negative, Herda N/H, & eeAa.**
14. **(INITIAL HERE)** Mare Owner understands that Maggic Mike is Herda N/H. Mare owner understands that there is **NO** Herda Guarantee and accepts responsibility if resulting foal ends up Herda H/H. No rebreeds will be given for a foal resulting in Herda H/H.
15. **(INITIAL HERE)** Mare Owner understands that it is **their responsibility** to know the Herda status of the mare being booked.
16. **Foals are eligible for: Mike's Millions, NCHA Superstakes, NRCHA Incentive, PCCHA, Southern Cutting Futurity, Augusta Cutting Futurity, & Breeders Invitational**
17. **(INITIAL HERE)** The undersigned agrees that Brightstone Ranch and its staff will not be responsible for accident, injury, sickness, or death to the mare/foal whether from fire, flood, theft, act of God, or negligence by Brightstone Ranch or its staff. The undersigned agrees to and shall indemnify and hold harmless Brightstone Ranch and its staff from and against any and all claims, losses, damages, causes of actions, suits and liability of any kind including expenses of litigation, court costs, and attorney fees, for injury to, or the death of the mare/foal, or for any damage to the mare/foal arising out of, or in connection with, the services performed by Brightstone Ranch and its staff under this contract, regardless of whether such injuries, death or damages are caused in whole or in part out of negligence of Brightstone Ranch and its staff.
18. The parties acknowledge that this agreement is made and shall be considered entirely performed in the state of Oklahoma and shall be construed and enforced under the laws of the state of Oklahoma.

Please sign below, enclose booking fee, a copy of mare's registration papers and return to Brightstone Ranch

Mare Owner _____ Date _____

Stallion Owner _____ Date _____

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Shipped Semen Addendum

Collection/shipping days are **Monday, Wednesday, and Friday** each week beginning **February 1st through June 30th. (July collections are at the discretion of stallion owners)** Shipped Semen orders **must be called in by 5 P.M. Central Time the day prior to collection** to Brightstone Ranch at **940-665-7557**.

Shipping address for semen delivery:

Clinic Name _____

Address _____

City _____ State _____ Zip _____

Nearest airport _____

Phone # _____

Email _____

Attending veterinarian _____ Phone # _____

ALL SEMEN WILL BE SHIPPED VIA FEDEX PRIORITY OVERNIGHT. FIRST PRIORITY OVERNIGHT AND UPS ARE NOT INCLUDED IN SHIPPING PRICE AND WILL BE SUBJECT TO HIGHER FEES

First Shipment: \$500 (included in chute fee)

Additional Shipments: \$300

Counter-to-Counter Shipments: \$450

Semen Pickups @ Farm: \$100 (First 2 included in chute fee)

UPS Shipments: To Be Determined at time of order

1. **(INITIAL HERE)** Mare owner agrees that only the mare designated on this contract will be inseminated with the shipped semen. Any attempt to breed more than one mare with a shipment will void this contract.
2. **(INITIAL HERE)** Mare owner agrees to pay the above charges pertinent to the transport of cooled semen and any additional shipping and return fees. **Canadian shipments - call for details and charges.** Shipment includes shipping container, overnight shipping fees, collection fee on scheduled collection days. There will be no credit given on returned shipping boxes.
3. **(INITIAL HERE)** Brightstone Ranch only assumes responsibility to ship semen in viable condition and shall not be held liable for the quality of semen during or after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit. Brightstone Ranch agrees to process each ejaculate to optimize 24-hour post cool motility, and subsequent fertility. Every effort should be made to inseminate the mare within 24 hours after collection from the stallion.
4. **(INITIAL HERE)** There is no guarantee of semen delivery within a certain time frame nor the quality of semen at the time of arrival. In the event of insufficient semen on a particular breeding day, Brightstone Ranch will ship shipments on a first ordered, first serve basis.

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5. Depending on demand, mare owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available. If fresh semen is not available, mare owner has the option of receiving frozen semen **if available.**
6. **(INITIAL HERE)** COOLED SEMEN DISCLAIMER: Semen is shipped on a first call, first serve basis. A Cooled semen contract does not guarantee semen will be available. Stallion Owner and all their agents make no representation or warranties, expressed or implied, regarding the cooled semen delivered under this agreement, including without limitation, representations, or warranties that the cooled semen will safely reach the insemination point without losing its integrity, quality, or other characteristics.
7. **(INITIAL HERE)** Mare owner understands that stallion might be showing during the breeding season and may not be available to ship on a specific day. Frozen semen will be offered if available and if farm is given notice the day prior to shipping.
8. Mare owner agrees to have mare palpated on the next collection day to confirm ovulation. If mare has not ovulated another dose of semen must be ordered.
9. Mare owner agrees to vaccinate mare against rhinopneumonitis on at least the 5th, 7th, and 9th month of pregnancy.

Credit Card Authorization

Fill out card information below or call in your card information. All fees in US dollars.

A VALID CARD MUST BE ON FILE PRIOR TO ANY SERVICES BEING PERFORMED

BRIGHTSTONE RANCH WILL NOT SHIP SEMEN WITHOUT ALL FEES BEING PAID PRIOR TO SHIPMENT OR PICKUP ----- NO EXCEPTIONS WILL BE MADE AT TIME FOR ANY PERSON

****THERE IS A 3.5% PROCESSING FEE FOR ALL CREDIT CARD PAYMENTS****

To pay breeding fees by check, make check payable to: 1501 Land & Cattle Co / John Vance

To pay shipping or other fees by check, make check payable to Brightstone Ranch

Please send all checks to: Brightstone Ranch 10724 Grice Rd Marietta OK 73448

Mare Owner _____ Date _____

***With my signature, I understand that my card will be charged for any and all fees in regards to this breeding contract if payment is not received by the time of shipment. I understand that I may pay in advance by check. ***

____ VISA ____ MASTERCARD ____ AMEX ____ DISCOVER ____ I will pay via check prior to shipment

Name of Card Holder: _____

Card Number: _____

Expiration: _____ CVC Code: _____ Postal Code: _____

Signature: _____

Initial here if you authorize payment via credit card upon receipt of this contract

2027 On Farm Breeding Addendum

RETURN THIS FORM AND FOLLOWING FORM WITH BREEDING CONTRACT IF MARE WILL BE BRED AT BRIGHTSTONE RANCH

1. Brightstone Ranch will exercise best judgement in care and supervision of the mare/foal. The attending veterinarian will examine the mare for normal breeding conditions and will administer medical care as deemed necessary for the health and safety of the mare/foal. The mare owner hereby consents to all medical care administered to the mare by the stallion manager's veterinarian. The mare owner will pay all veterinarian and farrier charges. All expenses, including board, shall be payable monthly.
2. The mare shall be in a healthy and sound breeding condition: free from infections, contagious or transmittable diseases. A current coggins test, copy of registration papers (both sides), veterinarian health certificate, plus a health, worming and vaccination record is required. If the mare owner fails to provide any of the above documents, the mare owner hereby consents to the stallion managers veterinarian examining and/or testing the mare as may be necessary to complete the above tests, certification and other records. However, the stallion manager reserves the right to refuse any mare, which is (1) not in proper condition (2) which does not have all the records, tests, and registration documents as required herein.
3. Accounts will be billed monthly on or about the first of the month. Accounts are due in full on the 30th of the month. A finance charge of 1.5% per month on the unpaid balance will be added to all accounts, computed from the due date. THE MARE AND/OR FOAL WILL NOT BE RELEASED BY BRIGHTSTONE RANCH UNTIL THE ACCOUNT IS PAID IN FULL.
4. Not included in the Chute Fee are board, breeding soundness exams, special insemination procedures, uterine treatments, hormone therapy, and diagnostic testing. These items will be billed monthly. If the mare leaves Brightstone Ranch after being on farm without the desired number of pregnancies, the on farm breeding work will count as the first shipments and further shipments will be paid accordingly.
5. Brightstone Ranch breeding staff agrees to diligently try to settle the owner's mare. The mare owner agrees to give Brightstone Ranch ample opportunity to settle the mare, having bred her through at least 2 heat cycles. If mare leaves the ranch before being pregnancy checked, mare owner is required to have mare ultrasounded at 15 and 30 days after last breeding date. If for any reason the mare does not settle, mare owner will hold Brightstone Ranch harmless.
6. Mare owner shall hold Stallion Owner and Brightstone Ranch harmless for any accident, injury, theft, disease, sickness, or death suffered by the mare and/or foal, or any other cause of action whatsoever arising out of or connected in any way with On Farm Breeding. This includes but is not limited to, any claims of damages, loss or injury that may occur to any person or personal property. In the event of any injury or death to the mare and/or foal, the mare owner will look solely to his/her own insurance. In the event anyone assesses a cause of action against Stallion Owner on account of injury or death to the mare and/or foal, Brightstone Ranch shall be held harmless from any such cause of action including cost of defending same.
7. If it should become necessary for Brightstone Ranch to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due, the mare owner will pay Brightstone Ranch all expenses and costs, including reasonable and necessary attorney's fees incurred by Brightstone Ranch in enforcing this contract.
8. Mare owner agrees to vaccinate mare against rhinopneumonitis on at least the 5th, 7th and 9th month of pregnancy.
9. The parties acknowledge that this agreement is made and shall be considered entirely performed in the state of Oklahoma and shall be construed and enforced under the laws of the state of Oklahoma.

Mare Owner _____ Date _____

2027 ON FARM INFORMATION SHEET

Arrival Date _____

Owners Name _____

Billing Address _____

_____ Phone _____

Billing Email _____

Horses name _____

Color _____ Age _____

Registration _____ Registration # (if known) _____

Mare's Status: _____ Barren _____ Maiden _____ In Foal

Due Date: _____

Date Foaled: _____

Stallion being bred to _____

Stallion Breeding Farm _____

Stallion Breeding Farm Contact _____

Embryo Transfer _____ YES _____ NO

Does this mare require regumate? _____ YES _____ NO

Other Pertinent Mare info:

