

**BREEDING MANAGER:**

Leah at Scottsdale Equine: 480-273-7759 scottsdaleequine@hotmail.com
Kari Klingenberg: 360-202-9008 kari@mrelectricspark.com

Owned by Foothills Farm

Breeding Contract

This certifies that (Mare Owner/Agent) _____ herein referred to as Mare Owner/Agent has engaged a breeding service to the stallion: **MR ELECTRIC SPARK AQHA # 5341389** for the

Mare: _____ **Registration #:** _____

for the 20__ breeding season, beginning February 4 and ending July 1.

OWNER:

Foothills Farm LLC

Please select type of contract:☐ **NEW CONTRACT**

The Mare Owner/Agent agrees to pay a breeding fee of **\$2000.00**, this includes a **\$300 non-refundable booking fee**, payable to Foothills Farm, LLC upon execution of this contract. Also included is the \$550.00 chute fee payable to Scottsdale Equine Reproduction Center (SERC). Any deviation from these terms must be specified in writing and signed by Foothills Farm, Inc. or an authorized representative. The balance of the entire breeding fee, including the chute fee is due prior to the first shipment of semen. The following conditions of service (for which there will be no exceptions) are mutually agreed between the Mare Owner/Agent named above and Foothills Farm, Inc. as owner of the above stallion, upon the execution of this contract.

☐ **REBRED CONTRACT**

This contract is to recognize that the above mentioned mare absorbed, aborted or was not certified in for the 2018 breeding year. A return breeding under the live foal guarantee and all other agreements as stated in the previously signed breeding contract will be honored. The mare owner agrees to pay the \$500 rebreed fee, as well as any other applicable shipping and/or all mare care fees.

TERMS & CONDITIONS

- A photocopy of the registration papers of the mare must be provided.
- The chute fee must be paid in full a minimum of 7 business days before any cooled semen will be shipped. Chute fees are paid directly to Scottsdale Equine Reproduction Center (SERC).
- Any incomplete registration certification or unpaid charges will result in a hold being placed on the mare's name on the appropriate stallion breeding report.
- Semen will not be shipped to any mare unless a current credit card number, expiration date and 3 digit security code is on file with Scottsdale Equine Reproduction Center (SERC).

EQUITAINER MUST BE RETURNED TO SERC WITHIN 72 HOURS TO AVOID A \$50 PER DAY LATE CHARGE. Return shipping cost are the mare owner's responsibility. Please use FEDEX or UPS only.

Breeding Arrangements:

- Our collection days are: MONDAY, WEDNESDAY, FRIDAYS and SATURDAYS IF NEEDED.
- Mare owner/agent must give a minimum of 24 hours advance notice of semen collection to SERC and CONFIRM shipment by 5:00 pm (MST) the day before actual shipment. **ORDERS OF SEMEN MUST BE DONE BY CALLING SCOTTSDALE EQUINE REPRODUCTION CENTER AT 1-480-273-7759.** Cancellations must be made by 7:00 am (MST) the day of shipment. Cancellation after this may be subject to a cancellation fee.
- Foothills Farm or their representative cannot control the shipment once it leaves their custody and therefore shall not be responsible. Every effort will be made to accommodate Mare Owner/Agent's breeding time frame. However, it is the Mare Owner/Agent responsibility to ensure that Foothills Farm, LLC or their representative, has up to date information at all times

throughout the process. In doing so you are facilitating the insemination process. Failure to adhere to these arrangements may result in missed heats and delayed shipments (where applicable) at the Mare Owner/Agents expense. A veterinarian knowledgeable in successful insemination techniques must oversee the insemination in order to maximize the potential of a timely pregnancy.

- If a mare dies, or is deemed unfit to breed, during the breeding season (a veterinarian report will be required as verification) a substitute mare, owned by the same Owner and approved by Foothills Farm, LLC may be bred without any additional breeding fee. Substitutions and/or switching of mares owned by the same owner for any other reason (after booking has been accepted and the booking/chute fee paid) **will be subject to a \$500 transfer fee.** Transfer of fully paid breeding contracts, to an owner other than the person stated on the contract **will be subject to a \$500 transfer fee.**
- Confirmation of pregnancy by ultrasound starting at 14 days post ovulation continuing through to the 45th day is **REQUIRED TO MAINTAIN THE LIVE FOAL GUARANTEE.** If ultrasound is unavailable, Mare Owner/Agent agrees to have mare checked for pregnancy by licensed veterinarian within 30 days of insemination. Mare Owner/Agent agrees to provide the results of the ultrasound(s)/pregnancy exam(s) to Kari Klingenberg or Foothills Farm, LLC no later than 30 days following the insemination.
- **LIVE FOAL GUARANTEE.** A live foal is defined as one that will stand and nurse. If foal is born dead. Mare Owner/Agent agrees to furnish a veterinarian's certificate describing the occurrence to Foothills Farm, LLC within 7 days. In such a case return privileges will be available for one year only. Re-breeds must pay the chute fee applicable for the re-breed year and any relevant shipping charges. If the mare aborts or fails to conceive, she may return during the current breeding season. If Foothills Farm, LLC deems it too late in the season to re-breed a mare during the current season, Foothills Farm, LLC may permit the mare to be re-bred the following year. Re-breeds on the same mare must pay the fee applicable for the re-breed year **(\$500.00)** and shipping charges; all re-breed fees and all relevant shipping charges **MUST** be paid in advance of re-breed. **RE-BREED privileges are valid for one year only, following the initial contract.** After the time the obligations of the Foothills Farm, LLC, is deemed to have been fulfilled and a new contract must be made.
- If the stallion fee was waived there is no live foal guarantee.

Please select method of breeding:

☐ **Cooled Transported Semen**

Shipment Information and Additional Charges for Cooled Transported Semen: *It is the Mare Owner/Agents responsibility to order a shipment at least 24 hours in advance!*

- Semen is shipped via Federal Express (next day arrival). **The first Fed Ex shipment fee is included in \$550 chute fee. Additional shipments costs: \$350; Saturday delivery: \$375 and \$450 for counter to counter.**
- If Federal Express delivery is unavailable within a 24-hour period, additional notice will be required. Mare Owner/Agent should check with Fed Ex for weekend delivery, holiday delivery or customer pick-up.
- Foothills Farm, LLC shall not be responsible for **costs** arising from shipments lost, damaged or delayed in transit. **Foothills Farm, LLC. shall take every reasonable precaution to ensure the semen is protected during shipment.** However, neither Foothills Farm, LLC nor their representatives are responsible for the condition of cooled shipped semen received by the Mare Owner/Agent.

Customer must specify shipment method, Fed Ex or airline counter-to-counter service when ordering semen. For counter-to-counter, Mare Owner/Agent must provide the name of the destination airport (the airport to which the shipment is to be sent.)

☐ **Frozen Semen**

1. The breeding fee entitles the Mare Owner with up to 4 (four) doses of semen for the first breeding season, shipped on a per cycle basis at 2 (two) doses per cycle. If the Mare Owner/Agent exercises the right to a return breeding pursuant of the 'Live Foal Guarantee' section hereof, the Mare Owner/Agent shall receive up to 4 (four) doses of frozen semen for the second breeding season, shipped on a per cycle basis at 2 (two) doses per cycle, in exchange for payment of a second booking fee as described in section 1.

Additional doses of semen may be purchased for a fee of \$300.00 (US Dollars) per insemination dose. Purchase of a maximum number of two (two) additional doses is allowed within the term of this Agreement.

A "dose" is defined as a single insemination unit (8 x 0.5 mL straws) containing a minimum of 800 million total sperm, which upon thawing using the supplied thawing technique, shows at minimum a 30% post-thaw progressive motility. Stallion Agent will provide detailed thawing and handling instructions for the frozen semen doses provided.

All semen shipped pursuant to this Agreement remains at all times the property of the Foothills Farm of Sedro-Woolley LLC. In the case of unused frozen semen the Mare Owner/Agent agrees to contact the Breeding Manager for direction on what should be done with the remaining straws. The stallion Mr Electric Spark has been tested and is Five Panel Negative.

2. **Availability of Semen:** Should frozen semen become unavailable due to unforeseeable circumstances, before the Mare is first serviced pursuant to this Agreement, this Agreement shall be terminated and the Breeding Manager shall return the portion of the breeding fee paid by the Mare Owner/Agent within a period of 30 (thirty) days.

The undersigned agrees that should the stallion die or become unfit for breeding purposes, the contract shall become null or void and any money paid on the stallion feed, except the NON-REFUNDABLE booking/chute fee shall be refunded to the Mare Owner. When signed by both parties, this document will become a legally and enforceable contract binding both parties. The parties acknowledge that this agreement is made and shall be considered to be entirely performed within the State of Arizona and shall be construed and enforced under the laws of the State of Arizona.

Indemnification: Mare Owner agrees to indemnify, release and hold harmless the Farm, its agents, employees and assigns, from any and all claims, demands, actions, suits, attorney's fees and costs, obligations or liabilities of any kind, know or unknown, in any way related to or arising from the Mare or the breeding or insemination of the Mare.

Payment Information: Payment for Stallion breeding fees can be made by check, money order to Foothills Farm. Chute fee can be made by check or credit card to Scottsdale Equine Reproduction Center.

This contract shall be binding upon the parties hereto upon execution hereof, and the same may not be altered or amended, except by written mutual consent of the parties hereto. I CERTIFY THAT I HAVE READ AND UNDERSTND THIS ENTIRE BREEDING CONTRACT AND AGREE TO ALL TERMS CITED WITHIN.

X _____ Date: _____
Written Name & Signature of Mare Owner/Agent

X _____ Date: _____
Foothills Farms LLC by Kari Klingenberg Breeding Manager 28150 N Alma School Pkwy 103-447 Scottsdale, AZ 85262



**MARE INFORMATION** (as it appears on registration papers) Please return copy with contract

Registered Name:

Foal Date:

Breed Registry #:

NRHA Competition License #:

Barn Name:

Will this mare: ☐ Carry a foal or ☐ have an embryo transfer**OWNER INFORMATION** (as it appears on registration papers)

Name:

☐ This person the primary contact

Address:

City:

State:

Zip:

Cell Phone #:

Email Address:

AGENT INFORMATION☐ Same as Owner

Name:

☐ This person the primary contact

Address:

City:

State:

Zip:

Cell Phone #:

Email Address:

VET OR BREEDING FACILITY INFORMATION

Name:

Phone #

Additional Information:

SHIPPING INFORMATION

Name of Person Receiving Shipment:

Address:

City:

State:

Zip:

Phone #:

Email Address:

Will Fedex deliver to this address on Saturdays:

If No Where will Saturday Shipments be delivered to:

Address:

City:

State:

Zip:

Phone #

Same Day Shipment: Airport for Counter to Counter Shipment:

CHUTE FEE PAYMENT INFORMATION

Name on Credit Card:

Card Number:

Exp Date:

CSV Code:

Billing Zip Code:

If you would prefer to mail a check for the \$550 chute fee to :

Scottsdale Equine Reproduction Center 28150 N Alma School Pkwy #103-302, Scottsdale, AZ 85262

There is a 3.5% convenience fee for breeding fees paid on a credit card.