



5095 Casey Road, Dryden, MI 48428
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2024 BREEDING CONTRACT

This Agreement, by and between Lisa Scerbo Horse Company (“LSHC”) and the undersigned Owner or Lessee of the mare described below (“Mare Owner):

1. Engagement. The Mare Owner hereby engages one breeding service to Best Get Your Wallet (the “Stallion”) for the mare (the “Mare”) listed below for the 2024 breeding season.

Mare Name: _____ Breed: _____ Registration No.: _____

2. Breeding Fee. The breeding fee shall be \$ _____, which includes a nonrefundable booking fee of \$500.00, which is due upon execution of this Agreement. Mare Owner agrees to pay the balance of the breeding fee and any other fees and expenses before any shipment of semen shall be made. In accordance with Ontario law, HST will be assessed on the stud fee for all Canadian mares. There is a 5% service fee for credit cards.

Justification for applied discount _____.

3. Shipping Terms and Conditions. Breeding provided by fresh cooled semen will be shipped according to the following terms and conditions. Signed breeding contract, all deposits and fees for collection and shipment, and all breeding fees and expenses must be submitted and paid to LSHC/Rick Leek Quarter Horses (RLQH), prior to making a request for any shipment.

a. All shipping charges will be the Mare Owner’s responsibility. It is the Mare Owner’s responsibility to ensure that FEDEX/UPS will deliver shipment to their location. **The charge for a standard overnight delivery is \$275.00 and a same day (counter to counter) shipment within the U.S. is \$350.00.** If additional services or a different carrier is requested, additional charges may be assessed.

b. Due to Canadian customs restrictions, cooled semen shipments to Canada may require extra coordination and handling. Mare Owner is responsible for providing a Canadian Shipped Semen Permit. Canadian shipments MUST be requested at least 24 hours in advance of collection. **The charge for a standard overnight shipment to Canada is \$350.00 plus \$110 International Health Certificate** (vet clinic fee).

c. Ordering and confirming the availability of shipped semen is the Mare Owner’s responsibility. **Mare Owner shall place semen orders by 5 pm EST the day prior to collection.** Once the anticipated shipment has been established, a confirmed semen order must be made **BEFORE 9 AM EST** of the collection day. **SEMEN IS COLLECTED ON MONDAY, WEDNESDAY, AND FRIDAY.** Rick Leek Quarter Horses cannot guarantee semen shipment availability for late calls but will do its best to provide service.

d. On-farm pickup of semen is available on collection days after 1:00 pm, at 5095 Casey Road, Dryden, MI 48428 **\$50.00 fee** applies.

4. Breeding Season: For purposes of this agreement, unless otherwise specified, the breeding season shall begin February 1, 2024, and close June 30, 2024.

5. Semen Handling. Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled or frozen semen. RLQH

agrees to ship semen to the location designated by Mare Owner, but Mare Owner agrees and certifies that only a qualified and experienced person in the use and handling of transported semen and who practices equine reproduction as a regular part of his/her practice will perform the insemination. Mare Owner agrees to use all semen provided by this Agreement solely to breed the Mare named in this Agreement. Any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than the Mare shall automatically terminate all obligations of RLQH/LSHC under this Agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits and the right to a breeder's certificate.

6. Disclaimer. RLQH/LSHC will use reasonable efforts to ship semen on a first call, first serve basis to the designated location. Mare Owner acknowledges that this Agreement does not guarantee semen will be available. RLQH/LSHC makes no representations or warranties, expressed or implied, regarding the semen delivered under this agreement, including without limitation, representations, or warranties that the semen will safely reach the insemination point without losing its integrity, quality, or other characteristics. RLQH makes no representations or warranties, express or implied, regarding the delivery of the semen under this Agreement, and shall not be responsible for delayed, lost, or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that the semen will be available at the time requested by Mare Owner. Mare Owner hereby disclaims and releases RLQH/LSHC from any liability, damages, claims, causes of actions, or losses with respect to the breeding of the Mare, this Agreement and the shipment and collection of the semen, including but not limited to consequential damages, lost breeding opportunities or lost profits. The parties hereto specifically agree if a dispute between Mare Owner and RLQH/LSHC arises, Mare Owner's damages, expenses, costs, and fees including attorneys' fees for such dispute, whatever the nature of the dispute shall be limited to an amount equal to the breeding fee specified herein.

7. Live Foal Guarantee: LSHC provides a limited guarantee that a single live foal will result from the breeding privileges granted herein. The term "live foal" means that a foal stands alone, nurses and lives for twenty-four (24) hours. If a live foal does not result from the breeding, Mare Owner shall be entitled to return the Mare or a substitute mare approved by LSQH, for breeding to the Stallion for the following breeding season. If the Mare Owner chooses to exercise the option to rebreed in a subsequent breeding season, Mare Owner is responsible for payment of all transported semen charges and expenses for that subsequent season, but without payment of any further breeding fee. Mare Owner also remains subject to all terms and conditions of this Agreement. This obligation by LSHC to rebreed will apply only if this Agreement is fully paid and the Mare Owner notifies LSHC/RLQH within forty-eight (48) hours of foaling that the Mare did not produce a live foal and within fourteen (14) days after the Mare Owner's notice to LSHC/RLQH, Mare Owner certifies to LSHC/RLQH that the birth was properly managed and also produces a statement from a licensed veterinarian stating details explaining the failure of the Mare to produce a live foal. It is agreed that this provision will be of no further effect if the Mare is taken to any other stallion before returning to the Stallion. If Mare Owner fails to rebreed the following year, then all fees paid shall be forfeited, the right to rebreed is canceled and LSHC/RLQH is released from all obligations of this Agreement. There is no live foal guarantee for vitrified embryos _____ **mare owner initials**.

8. Color Guarantee: We do not offer a color guarantee on APHA or ApHC mares.

9. Genetic Testing: The above stallion is N/N for HERDA, HYPP, PSSM, MH, IMM, OWLS and GBED/N _____ mare owner initials.

10. Futurity or Donated Services: Any donated, gifted or retained breeding is subject to \$250 chute fee. List applicable donated program _____.

11. Certificate and Multiple Foals. Upon notification of birth of a live foal and full payment of all fees and expenses and the performance of all other obligations of Mare Owner under this Agreement, LSHC shall issue one breeder's certificate to the Mare Owner. Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional breeding fee, including the booking fee, for each embryo or resulting foal. Such payment shall be due within 60 days of breeding if embryos are flushed from the Mare. Late notifications and late payments of the breeding fee may incur an additional \$100 late fee in order to receive a breeder's certificate. Failure to report an additional embryo could result in denial of a Breeders Certificate. Breeders Certificates will be released on-line. In the event an embryo is sold, the live foal guarantee will be null and void. It is strongly recommended that embryo insurance is purchased. _____ **mare owners initials**.

12. Substitution: If the Stallion dies, is unavailable, is sold or becomes unfit for service, and the Mare is not in foal, this Agreement shall become null and void and the breeding fee will be returned, less the booking fee and other expenses incurred to date. Alternatively, if frozen semen for the Stallion exists and is available, LSQH may, at its discretion, make it available to the Mare Owner. If the Mare dies before being settled, another mare may be substituted only upon express written consent of LGQH/RLQH.

13. Miscellaneous: It is further agreed: (a) this Agreement constitutes the entire agreement between both parties hereto and there are no binding agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein; (b) this Agreement cannot be amended except in a writing executed by all parties hereto; (c) this Agreement may not be assigned or transferred in any manner, absent the express written permission of LSHC; (d) both parties agree that at no time will any damages ever be awarded in any amount greater than the original stallion service fee, or booking fee. _____ **mare owner initials.**

Mare Owner: _____ / ____ / ____ RLQH/LSHC: _____
Signature Date Stallion's Authorized Agent

Signature: _____

Printed Name

Address City, State, Zip/Postal Code

Phone

Email

Semen Shipping Address:

Contact Name _____

Contact Phone: _____

Address: _____

City: _____ State/Province: _____ Zip/Postal Code: _____

Does UPS/FEDEX service this address on Saturday? _____ yes _____ no

If no, alternate address _____

City: _____ State/Province: _____ Zip/Postal: _____

Please charge the following credit card for all remaining fees or deposits due along with a 5% usage fee to release semen shipment:

Name of Cardholder: _____

Billing Statement Address: _____

City: _____ State: _____ Zip: _____

Card #: _____ Exp Date: _____

3-or 4- digit security code: _____ Phone: _____

Signature: _____ Date: _____

Email: _____