



2023 Breeding Contract

I, _____ (hereinafter known as “Mare Owner”) hereby agree on the _____ day of _____ to contract with Michelle Kazmierowicz (hereinafter known as “Breeder”).

To breed the following mare, _____ Reg. No.: _____

To the stallion: **BET YER A SMARTALLIC** (AQHA Reg: 5839907) for the 2022 breeding season (Feb 1. 2023-Aug. 31 2023.) subject to the following terms and conditions.

2023 Breeding Fee of: \$1,100.00

Collection Fee is determined by Summit Equine

CIRCLE ONE

Shipped Semen: **Y / N** Pick Up: **Y / N** Embryo Transfer: **Y / N**

This breeding contract is to be returned with a non-refundable Booking Fee of \$100.00.

The balance of the Breeding Fee is due in full prior to the first semen shipment.

For registered mares, a copy of the mare’s registration papers MUST accompany this contract, or this contract will be considered null and void. *Unless agreed upon otherwise

Cooled Shipped Semen: Collection days are MWF, and some Saturdays.

The mare owner understands that they must comply with the following when dealing with shipped semen;

1. It is the Mare Owners responsibility to contact the Breeder to order shipments. **Orders for semen must be made and confirmed by 4pm PST the day prior to collection/shipment.** Collection days are MWF, and some Saturdays.
2. Requests for semen shipment **MUST** be made **by phone to Michelle**. No fax, email or any other type of request will be accepted. Confirmation of shipment must be made by phone to Michelle by **4pm PST** the day prior to collection/shipment, or **semen order will be processed and will be shipped regardless.**
3. Cancellations **MUST** be made by **7am PST** the day of the shipment, **otherwise the semen order will be processed and shipped and will incur the collection and shipment fee.**
4. Mare owners requesting shipped semen should expect to receive only **one** dose of semen. Two doses will be shipped only if available.
5. **All fees must be paid in full & mare registration papers must be submitted prior to any shipments.**
6. Disposable shipping containers do not need to be returned, Equitainers are to be returned within one week, prepaid labels will be sent with Equitainer.

Mare Owner understands, complies, and agrees to the following:

1. The mare shall be in a healthy and sound breeding condition. Mare Owner agrees to have the mare checked in foal by ultrasound by a licensed and attending veterinarian and provide the Breeder with the results of the pregnancy exam no later than (30) days after the examination of the mare.
2. This contract includes a "Live Foal Guarantee". A live foal is described as a newborn foal which stands and nurses without assistance. It is understood that if a foal is still born, the mare proves barren, or the mare absorbs/aborts a predetermined pregnancy, a return breeding will be guaranteed the following year only with **BET YER A SMARTALLIC**, and only if Breeder is notified within 14 Days of such happening and receives a statement confirming this by a licensed, attending veterinarian. A Live Foal Guarantee will apply only to those mares that are certified in foal by a licensed, attending veterinarian. Confirmation of such pregnancy in the form of documented ultrasound picture or letter and invoice from the attending veterinarian must be received by September 1st of the breeding year.
3. **Rebreeds:** If the mare absorbs or aborts a pregnancy after having been checked in foal, or if the mare fails to conceive during the normal breeding season, the Breeder agrees to breed the same mare during the following years breeding season **ONLY**, subject to a **Rebreed fee and Shipment fees**. A substitute mare accepted under the discretion of Breeder may be used **ONLY** if the original mare is deceased or deemed unfit for breeding by a licensed, attending veterinarian. If the mare does not produce a "live foal" the first breeding season, the mare owner is entitled to a rebreed following year. If the mare owner fails to return for a rebreed or comply with anything stated in this contract, any and all fees paid shall be forfeited, the right to rebreed is cancelled, and the Stallion Owner is released from further obligation herein, unless otherwise agreed upon in writing.
4. A Breeders Certificate will be issued for the foal conceived as a result of the breeding. The Breeders Certificate will be issued only after all expenses have been paid in full and after the foal is born and reported to Breeder. To ensure a Breeders Certificate, the Mare Owner must notify Breeder of the birth of the foal by November 1st of that year, or a \$50 late fee will be charged to add the mare the Breeding Report.
5. **Embryo Transfers:** Mare Owner agrees to notify the Breeder that this is an Embryo Transfer mare. In the event of multiple Embryo's from a single flush, Mare Owner agrees to pay a Stallion Fee of **\$750.00** for each additional live foal.
6. Mare Owner agrees to comply with all the appropriate breed registry requirements concerning the use and handling of semen. It is the Mare Owners responsibility to return the signed Semen Collection/ Insemination Certificate to the Breeder. Failure to adhere to these requirements may result in missed heats and delayed shipments at the expense of the Mare Owner. Insemination must be done by a licensed and attending veterinarian.

Stallion:

1. The Breeder's sole liability under this contract is in the event the stallion should die or become unfit for breeding purposes, in this case this contract shall terminate and become null and void, and any money paid on the breeding fee, except the non-refundable booking fee, shall be refunded to the Mare Owner.
2. **Breeder assumes only the responsibility to ship semen in a viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit. Breeder does not guarantee fertility of the Stallion but agrees to have the semen processed to optimize 24-hour post cool motility and subsequent fertility. Neither Breeder, nor any of the breeder's officers or employees, shall be liable for damages as a result of damage to the semen or as a result of a mare failing to settle. Every effort should be made to inseminate the mare within 24 hours after collection from the Stallion. Mare owner agrees to use all cooled semen provided by this Agreement for only the mare named in this Agreement and no other.**

Unpaid fees will be subject to a finance charge of 2% per month, or the maximum rate allowed by Oregon law.

This contract is valid for the 2023 breeding season ONLY.

This Agreement shall be binding upon the parties hereto, upon execution hereof, and may not be altered or amended, except by written mutual consent of the parties hereto. There will be no exceptions to the terms of this Agreement and is not transferable unless provided for in the writing and signed by all parties. The parties hereto specifically agree that this Agreement shall be construed, governed and interpreted by and in accordance with the internal laws of the State of Oregon, and the proper place of venue shall be Clackamas County, Oregon.

Signatures:

Breeder: _____ Date: _____

Mare Owner: _____ Date: _____

Mare Owner Information (please print clearly):

Owner Name: _____ Phone Number: _____

Address: _____ City: _____

State: _____ Zip: _____

PAYMENTS CAN BE MADE TO: Check - Michelle Kazmierowicz or Venmo @michellekaz, PayPal @michellemkaz

Mailing Address: 23974 S Fellows Rd. Beavercreek, OR 97004