

# ORCHARD HILL

## PONIES

### Stallion Contract for Orchard Hill Farm

The breeding shed is open from February 1<sup>st</sup> to October 31<sup>st</sup>.

Breeding to: \_\_\_\_\_

This contract is made and entered into this \_\_\_\_\_ day \_\_\_\_\_ 2022 by and between Orchard Hill Ponies 175 Coleman Bridge Rd Aiken SC 29805, hereinafter known as OHP and

\_\_\_\_\_ hereinafter known as “mare owner”.

Mare owner address: \_\_\_\_\_

Mare owner phone number: \_\_\_\_\_

Witnessed,

Whereas OHP is the owner of the pony \_\_\_\_\_

and the Mare Owner is the Owner Of the Mare Named \_\_\_\_\_

Reg. # \_\_\_\_\_ Date foaled \_\_\_\_\_ Color \_\_\_\_\_ Height \_\_\_\_\_

Sire and Reg. # \_\_\_\_\_

Dam and Reg. # \_\_\_\_\_

Maiden Barrier (circle one) Due to foal date \_\_\_\_\_

Now therefore, it is agreed as follows:

#### 1. Breeding Fee:

1.1 The total breeding shall be \$ \_\_\_\_\_ of which \$150.00 shall be a booking fee for this breeding payable upon execution of this contract. **All fees are non-refundable.**

1.2 The Balance of the breeding fee must be paid in full at time of service. In the event of rebreeding a \$150.00 booking fee must be paid.

1.3 Upon payment of booking fee, OHP does hereby reserve for the mare owner one season’s booking for the breeding year 2022 from February 1st to October 31st, for the services of the mare to the stallion.

1.4 On farm mare bills shall be paid to OHP within 15 days of billing date. Interest at the rate of (10%) percent per month shall be charged on all unpaid balances. In the event that OHP or the stallion owner incurs attorney’s fees and/or legal costs in securing or protecting any rights available to them under this contract, the customer agrees to pay all attorney’s fees and costs. In the event of non-payment of over 30 days, this contract is considered null and void and OHP retains full ownership of foal.

#### Pregnancy Examination

2.1 Mare owner hereby agrees to have the mare examined for pregnancy by a licensed veterinarian per the following minimum schedule and notify OHP within 10 days of the results of each examination: Between 15 and 30 days by ultrasound, and if positive again between 50 and 60 days following the last breeding date.

2.2 Failure to have mare examined, and to notify OHP of her pregnancy status shall automatically render all guarantees null and void. Mare owner understands that the mare’s breeding document- indicating the date or dates of the breeding of mare, and the date mare is diagnosed “in

Foal”, must be signed and certified by a veterinarian and returned to OHP within 15 days after the 30-day and the 60-day examination or all guarantees are null and void.

## Return Services

This contract guarantees a return service privilege in the same year for the same mare and the same stallion if the mare is examined by a veterinarian and found to be barren at 60 days (or earlier) from the date of last service. If after three covered heat cycles the mare does not conceive, the mare owner may substitute another mare with approval.

## Live Foal Guarantee

4.1 Should the mare not produce a live foal that stands, nurses, and lives for 24 hours, the mare owner shall be entitled to a return service to the stallion in the following breeding year. As outlined in RETURN SERVICES this guarantee shall apply only if OHP is notified by certified mail within 10 days of the death of the foal. A statement of details by a veterinarian must follow within 10 days or the guarantee become null and void. This clause applies and is also binding in the case of abortion.

4.2 Should the stallion die or become incapacitated after the mare has been first bred and should the mare owner become entitled to return service. OHP shall adjust in its sole discretion, the breeding fee in accordance with breeding fee being changed for the successor stallion.

## Emergency

In the event of an emergency, if a veterinarian or farrier is required for the mare (or her foal), services of the mare, and all unpaid bills will be collected by OHP before the mare leaves the premises.

## Board

Separate contract will be executed for board.

## Liability

The mare owner shall assume all responsibility for the condition of the mare and shall risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever, and Therefore, agrees to hold OHP (or any person employed by or associated with OHP) harmless for and all damages associated therewith.

This contract constitutes the entire agreement between parties hereto and may only be modified by written agreement of all parties. This contract shall not be assigned or transferred by either party hereto without written consent of all parties.

## Shipped Semen

5.1 Mare owner agrees to give OHP as much notice as possible but no later than 9:00am the day of shipping. \_\_\_\_\_ Initial The mare owner shall pay, in addition to the booking and breeding fees, all costs of transporting the semen from OHP to mare owner, as well as insemination of the mare and return shipping of the Equitainer to OHP.

## OHP is not responsible for loss, delay, or damage to semen.

5.2 A \$400.00 Equitainer deposit must be made by credit card prior to semen shipment. There will be a \$40.00 late fee per day if Equitainer is not returned within 72 hours. If the Equitainer is not returned in 10 days or it is not in good usable condition, a replacement fee of \$400.00 will be charged after it's inspection by OHP. Any deposit money will be refunded once Equitainer is returned in the condition it was sent out in.

5.3 Mare owner agrees to use the shipped semen only on the mare named in this contract. And will have a licensed veterinarian verify in writing that the shipped semen has been used only on mare in this contract with a certification to OHP within 5 days.

5.4 Mare owner shall pay a non-refundable \$25.00 lab fee per year. This also applies to mares being bred on the farm AI. All semen will be shipped FedEx/UPS priority overnight w/am delivery for minimum of \$150.00. (Please call for prices).

We will only ship with the OHP account number no exceptions.

5.5 Collection fee is per collection \$125.00 with 24-hour notice Monday thru Friday. Collection requests within the 24 hours' notice are \$150.00. Saturday collections are \$200.00 and Sunday collections are \$250.00

## EMBRYO TRANSFER.

If more than one embryo is produced from a Stallion breeding under this Agreement and if multiple embryos are transferred, then the Mare Owner must notify the Stallion Manager within 48 hours of transfer of the embryo(s). If embryo transfers result in multiple pregnancies, then the Mare Owner must pay the Stallion fee of \$\_\_\_\_\_ for each pregnancy.

Mare Owner

Date

Mare Lessor

Date

Orchard Hill Ponies

Date

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