



## 2020 Breeding Contract for Gone Viral standing at Piedmont Equine Associates

This Agreement is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Piedmont Equine Associates, Inc and the undersigned Agent, Mare Owner or Lessee of the mare (herein referred to as "Mare Owner"):

1. **Engagement:** Mare Owner hereby engages one breeding service to Gone Viral ("Stallion") for the mare ("Mare") listed below for the 2020 breeding season commencing on February 1, 2020 and ending on June 30, 2020.  
Mare's Name: \_\_\_\_\_ Registration # \_\_\_\_\_
  
2. **Breeding Services & Fees:** All fees will be paid to Piedmont Equine Associates, Inc prior to any shipment. Select the service requested by this contract by marking the corresponding box below:
  - Cooled Shipped Semen:** The Breeding Fee shall be \$2,500, which includes:
    - a. A non-refundable Booking Fee of \$500 which is due at the signing of this Contract to reserve a breeding to the above-named stallion in 2020.
    - b. A non-refundable Stallion Fee \$2,000 is due to prior to any shipment of semen
    - c. The first shipment will be included in the booking fee. In the event that the first shipment is a same day air, an additional \$100 will be due prior to shipment.
  
  - Rebreed Contract:**
    - a. Rebreed fee - \$250
    - b. Shipping at a rate of \$275 for Federal Express Priority Overnight and \$375 for same day air shipment will apply.
  
  - Donated/Auction Breeding:**
    - a. Stallion service fee - \$300
    - b. Shipping at a rate of \$275 for Federal Express Priority Overnight and \$375 for same day air shipment will apply.
  
  - ICSI breeding:** The Breeding Fee shall be \$2,500 which includes:
    - a. A non-fundable semen use fee of \$500 due at the signing of this Contract to reserve a breeding to the above named stallion in 2020.
    - b. A non-refundable Stallion Fee \$2,000 is due to prior to any shipment.
    - c. Stallion breeding fee is for one live foal. Two ICSI straws will be sent for each contract completed. If additional pregnancies result from ICSI procedures, additional stallion fees will be due upon confirmation of a 45 day pregnancy.
    - d. Shipping charges will be based upon breeding location.
  
3. **Collection and Processing Fees:**
  - a. Fresh cooled semen will be shipped at a rate of \$275 per shipment for Federal Express Priority Overnight. First overnight shipment requests will be subject to an additional fee of \$50.
  - b. \$375 per shipment for Same Day Air.
  - c. All Canadian shipments will have an additional minimum fee of \$200 to cover USDA and export fees which will be determined based upon location and type of shipment.

4. Registration Papers: A copy of the Mare's registration papers is required with the signing of this Contract. The Mare Owner agrees that the Mare shall be in sound breeding condition and free from infection or disease. A negative uterine culture is required for maiden and open mares prior to the shipment of semen.
5. Semen Shipments: Shipping days beginning on February 1<sup>st</sup> - Mondays, Wednesdays, and Fridays
  - a. Your veterinarian/mare manager must call (706/752-1818) or email (asims@piedmontequine.com) the day prior to the collection day by 5 pm (EST) to place the mare on the shipment request list.
  - b. Orders must be confirmed or canceled by 9 am (EST) on the collection day.
  - c. On occasion there may be insufficient semen to fulfill all semen requests. Priority will be given to on-farm mares and those mares deemed "most likely to settle" on this date as determined by information provided by Mare Owner's veterinarian or breeding technician.
  - d. Mare owners should expect to receive one dose of high concentration low volume semen.
  - e. Piedmont Equine only assumes responsibility to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any cots arising from shipments delayed, damaged or lost in transit. Every effort should be made to inseminate the mare within 24 hours after the collection from the stallion.
6. Shipping Container: The Mare Owner is responsible for returning the container to Piedmont Equine Associates at the Mare Owner's expense via Federal Express or USPS. There will be a \$25 per day late fee charged on all containers not returned in the allotted time.
7. Live Foal Guarantee: Stallion Owner guarantees that a single live foal will result from the breeding privileges granted herein. The term "live foal" means that one foal resulting from the breeding stands alone, nurses, and lives for twenty-four (24) hours. It is understood that if the Mare proves barren, aborts her foal, or if the foal is stillborn, a return breeding will be guaranteed the following year only, providing proper notification is given as defined below:
  - a. Written certificate by a licensed veterinarian within 48 hours that the Mare absorbed, aborted, or produced a non-viable foal.
  - b. Mare Owner verifies in writing that such abortion or death did not result from any act or omission on the part of the Mare Owner.
8. Multiple Foals: It is agreed to by the Stallion Owner and the Mare Owner that only one foal will be registered for each breeding that is secured with this contract and that the semen received will only be utilized on the Mare named above. It is the intent of the Stallion Owner that only one mare per Contract be inseminated with transported semen. When utilizing Embryo Recovery and Transfer, should more than one embryo result from a breeding, Mare Owner agrees to pay an additional Stallion Fee (\$2,000) upon confirmation of a 45 day pregnancy in order to receive a breeding certificate for additional foals.
9. Oocyte Aspiration & Intercytoplasmic Sperm Injection (ICSI): It is agreed to by the Stallion Owner and Mare Owner that if multiple embryos are produced during the ICSI process, that the mare owner will be responsible for an additional Stallion Fee (\$2,000) upon confirmation of a 45 day pregnancy. All frozen embryos must be used during the breeding season following the initial contract. If the conception does not produce a live foal after the mare owner pays the additional stallion fee, the mare will be considered a rebreed for the following breeding season.



10. **Rebreeds:** If the mare does not produce a live foal the first breeding season, the mare owner is entitled to a rebreed the following year. Fees will apply as detailed in section 2. If the mare owner fails to return the mare for breeding season following the initial contract, then the right to rebreed is cancelled and the stallion owner is released from further obligation.
11. **Substitutions:** If the Stallion dies, is sold or becomes unfit for service during the breeding season, and the Mare is not in foal, this agreement shall become null and void. The Breeding Fee (less the Booking Fee), if paid in full, will be refunded to the Mare owner only if the Stallion dies AND the Mare proves barren or does not produce a live foal. For no other reason than the Stallion dying will money be refunded. If the Mare dies or becomes unfit for service, another mare may be substituted only upon agreement modification by both the mare owner and Piedmont Equine Associates.
12. **Litigation:** Any litigation that may result from this Contract must take place in Morgan County, Georgia. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of the State of Georgia. All objections to venue are waived.
13. **Waiver of Liability:** Neither Piedmont Equine Associates, Inc nor their employees, officers or veterinarians shall be held liable and shall be released and held harmless from any and all claims, causes of actions, expenses and damages of any nature resulting from or relating to any escape, accident, injury, sickness, disability and/or death of mare/or foal as well as any exercises of judgement by the released parties in connection with the custody and care of the mare and/or foal.
14. **Liquidated Damages:** Should any dispute arise that is not otherwise governed or covered by a provision in this contract, including but not limited to, a dispute alleging that Piedmont Equine has breached this Breeding Contract, the parties hereby specifically agree that damages, expenses, costs and fees including attorney's fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of \$2,500.00.
15. **Contract:** This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract. Additional agreements must be individually initialed by the parties. When Mare Owner and Piedmont Equine sign this Contract, it will be binding on both parties, subject to the above terms and conditions.

**Mare Owner:** \_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Association ID# (AQHA, APHA, APHC)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email



**Piedmont Equine Associates, Inc – Stallion’s Authorized Agent:**

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**Veterinarian/Mare Manager/ Breeder:**

\_\_\_\_\_  
Facility/Farm Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Preferred Major Airport

\_\_\_\_\_  
Semen Shipping Address

\_\_\_\_\_  
Cell Number for Tracking Information

\_\_\_\_\_  
City, State, Zip

**Credit Card Authorization:**

By signing below, I authorize Piedmont Equine Associates, Inc to charge the following credit card for charges not prepaid before shipments are sent. There will be a 3% transaction fee applied when the card is processed. In the event that you would prefer to mail a check, the check must be received by our office prior to the shipment leaving our practice.

Please charge this card for:

- Booking Fee \$500
- Stallion Fee \$2,000
- Rebreed Fee \$250
- Shipping Fee \_\_\_\_\_
- Other \_\_\_\_\_

Name (as it appears on card): \_\_\_\_\_

Card Type: Visa      Mastercard      AE      CareCredit

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_      Security Code: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_      Date: \_\_\_\_\_