



Please print, complete and sign one contract for each mare. Return to Black Creek Crossing with a \$500.00 non-refundable chute fee, and a copy of the mare's registration paper (both sides). We will return a signed copy of each contract to you.

This agreement is for the stallion Vito/Vitalized, AQHA registration #: 4744124, APHA registration #: 1,103,329, made between the

Mare Owner \_\_\_\_\_

Address \_\_\_\_\_

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

Day Phone # \_\_\_\_\_ Cell Phone# \_\_\_\_\_

And Black Creek Crossing. The Mare Owner agrees that he/she is the registered owner or acting as the agent of the registered owner of the mare:

Name: \_\_\_\_\_ Color \_\_\_\_\_ Age \_\_\_\_\_

Sire \_\_\_\_\_ Dam \_\_\_\_\_ Reg # \_\_\_\_\_

Please circle one: AQHA APHA TB ApHC

Will "Mare" have an Embryo Transfer performed? YES \_\_\_\_\_ (If yes, # of embryos \_\_\_\_\_) NO \_\_\_\_\_

**REMINDER: ENROLL MARE IN THE AQHA EMBRYO ENROLLMENT PROGRAM PRIOR TO BREEDING TO AVOID PENALTY FEES!**

**1. Fees and expenses:**

- Charges: A non-refundable chute fee of \$500.00 is payable to Black Creek Crossing and is due with signed contract. The balance of the stud fee \$\_\_\_\_\_, is due prior to the first shipment of semen. If not, this contract will become null and void. Should more than one embryo result from breeding, the Mare Owner must pay an additional Stud fee.
- Cooled Semen Expenses: 1st shipment included in Stud fee. If additional overnight shipments are required, the cost will be \$350 per shipment. Counter to counter shipments are an additional \$100. Shipment picked up at the farm will be \$100 each.
- Billing: Bills are due and payable in full upon receipt. Any balance remaining unpaid after thirty (30) days from the billing date shall bear interest at the rate of 1 1/2 % per month from the date billed to the date received. Visa, Master Card, and Discover are accepted, but there is a 4% charge to do so. **We require all contracts to have a credit card on file.**

**2. Mare Registration:** A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

**3. Farm Release of Liability:** The Breeder shall not be liable in any way for any failure to settle, injury, sickness, disease or death of the Mare arising from the stallion service pursuant to this agreement. Any insurance desired on the mare, mare's foal or foal in-utero is the sole responsibility of the mare owner.

**4. Cooled Semen:** The responsibility for conception is on the Mare Owner. Therefore, a Qualified, experienced licensed veterinarian competent in the use and handling of cooled semen SHOULD perform the insemination. The Breeder, in its sole discretion, may refuse to ship semen if the Breeder believes the insemination is not proper or the Mare is not healthy. The Breeder reserves the right to request a negative uterine culture and a uterine biopsy performed prior to shipment of semen. The Mare Owner agrees to comply with all requirements, as applicable, concerning the use and handling of cooled semen. The Mare Owner agrees to perform the insemination within twenty-four (24) hours of receipt of the cooled semen.

**5. Cooled Semen Disclaimer:** Semen is shipped on a first call, first serve basis with farm mares receiving 1st priority. Please remember that a cooled semen contract does not guarantee semen will be available. Breeder makes no representation or warranties, expressed or implied regarding the cooled 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. The Mare Owner acknowledges that the use of cooled semen is an emerging technology that the Breeder cannot guarantee in any respect. Breeder makes no representations or warranties, express or implied, regarding the delivery of the cooled semen delivered 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 cooled semen will be available at the time requested by the Mare Owner.

**6. Orders MUST be placed by 9 a.m. Eastern Time on the collections days: Monday, Wednesday, and Friday**

**7. Breeding Season:** For the purpose of this agreement, unless otherwise specified for a particular stallion, the breeding season shall begin February 1st and close June 15th of the year of this agreement.

**8. Live Foal Guarantee:** The Mare Owner is guaranteed one "live foal." The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. The mare must be re-checked in foal by licensed veterinarian between 45 and 60 days after the last breeding date. Black Creek Crossing must be notified in writing of the mare pregnancy condition. **The mare must receive Rhino vaccination at 5, 7, and 9 months of pregnancy.** If a live foal does not result from the breeding, the Mare Owner will be entitled to a one year right of return for the following season only, to the Stallion for no additional Stud Fee, provided proper written notification that the Mare has slipped or produced a nonviable foal is given to the Breeder

within two (2) days by phone or within one (1) week by writing of such slippage and non-viable birth. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal and that the foal did not stand and suck prior to death. The breeder may require that the re-breeding be performed at a licensed veterinary facility.

**9. Multiple Embryo Transfer:** If more than one embryo is produced from a Stallion breeding under this Agreement, and if multiple embryos are transferred, Mare Owner must notify Black Creek Crossing within 48 hour of transfer of embryo(s). If embryo transfers result in multiple pregnancies, Mare Owner must pay additional Stallion service fee within sixty (60) days of confirmed pregnancy in order to receive a certificate for the additional foal(s). In the event that an embryo is sold, the live foal guarantee will be null and void. Black Creek Crossing Strongly recommends the purchase of embryo insurance.

**10. Breeders Certificate:** A Breeders Certificate will be issued only after the owner has notified Black Creek Crossing that the mare has produced a live foal and ALL bills on the mare have been paid in full (breeding fees, veterinarian, ect...)

**11. Substitution/Termination:** In the event that the Stallion dies, is unavailable, or becomes unfit for service, this Agreement will immediately terminate. Stallion Owner shall have no liability to Mare Owner except notification or its occurrence. Refunds of stud fee (less booking fee) will be given at the sole discretion of Stallion Owner. In the event the Mare dies during the breeding season, the Mare Owner may substitute another mare, as may be agreed by both the Mare Owner and Breeder.

**12.** This contract is governed by the laws of the state of Indiana

**13. Color Guarantee ("CG")** If the Mare is fully registered with APHA registry and is not also registered with AQHA and the resulting LIVE Foal is unable to be registered in the full APHA registry due to the inability to meet color requirements, Mare Owner may breed to The Stallion in the following breeding season only, for a rebred fee of \$500.00. The shipping and chute fees for the first shipment will not be included. CG is not offered on a Live Foal Guarantee rebred.

**14. Binding And Entire Agreement:** This contract, when signed by the Mare Owner and the Breeder and accompanied by payment of the chute fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.

**15. Counterparts and Facsimiles:** This contract may be executed in any number of counterparts which, taken together, shall be considered as single contract, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.

**16. Additional Conditions:**

**Mare Owner:**

\_\_\_\_\_  
Mare Owner/Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Daytime Phone                      Cell Phone

**Breeding Farm: Black Creek Crossing**

\_\_\_\_\_  
Stallion Owner/Authorized Agent

\_\_\_\_\_  
Date



**TRANSPORTED SEMEN CONTRACT FOR BLACK CREEK CROSSING**

This agreement is entered into on the date recorded below by the duly qualified member of Susan L. Watkins known as "STALLION OWNER/AUTHORIZED REPRESENTATIVE", and the 'MARE OWNER' whose name or signature appears below. All parties agree that they have executed a breeding contract to breed the mare named below to **Vitalyzed/Vito (Stallion)**. In addition to the duties placed upon all parties to the breeding contract, it is mutually agreed by all parties that good and sufficient consideration exists to execute transported cooled semen agreement for the breeding season mentioned below.

All parties agree that every semen shipment to the MARE OWNER shall be at a cost of \$350.00. If semen is needed the same day via an airline MARE OWNER will be responsible for the additional charge of \$100.00. On-site pick up is \$100.00. All fees must be paid in advance of the shipment of semen. VISA, Master Card, and Discover are accepted. In addition, prior to the first shipment of semen, all breeding fees must be paid in full.

1. The MARE OWNER certifies that STALLION MANAGER is obligated to transport cooled semen to the address of record, which has been provided in writing prior to any shipment by the MARE OWNER. If the MARE OWNER requests more than one shipment, the semen will be shipped to the last known address of record provided by the MARE OWNER to the STALLION MANAGER.
2. The mare owner certifies that the address of record for the shipment is a suitable facility for the artificial insemination of the mare contracted to be bred. It is **imperative** that the MARE OWNER'S veterinarian be aware of the mare's current breeding status and that she is, in fact, ready to breed. It is the STALLION MANAGER'S stated preference that all shipments are made to and inseminations performed at established breeding farms. The mare owner certifies that only the mare that is the subject of the breeding contract shall be inseminated by the shipped semen of above named stallion. A contract for cooled semen does not guarantee that semen will be available on the day you submit your request. Mares to be bred to above named stallion in residence at STALLION MANAGER'S will be given priority for semen.
3. Collection days are Monday, Wednesday, and Friday. A 24hr notice is preferred for any order of semen.
4. STALLION MANAGER shall ship semen collected from above stallion in an appropriate chilled semen container by an overnight courier. STALLION MANAGER and STALLION OWNER further certify that the semen when collected will be of such a degree of mobility and motility so as to reasonably be acceptable for breeding.
5. All parties to this agreement agree that the obligations of performance by the STALLION OWNER and the STALLION MANAGER shall be met when the chilled semen shipment is accepted at the address of record as provided by the MARE OWNER. Acceptance shall be defined as the contract expedited parcel delivery carrier actually delivering the shipment container to the address of record and receiving. All parties to this agreement agree that the risk of loss transfers to the MARE OWNER upon acceptance of delivery.
6. The STALLION OWNER and the MARE OWNER shall execute a Breeders Certificate and shall comply with any parentage verification as required by the AQHA, or their respective breed association.
7. **NO SHIPMENT WILL BE SENT WITHOUT PRE-PAYMENT OR CREDIT CARD ON FILE**

\_\_\_\_\_  
Mare Owner

\_\_\_\_\_  
Date

Mare Name \_\_\_\_\_



**Shipped Semen Information For: Vitalyzed/Vito (Stallion)**

Mare's Name: \_\_\_\_\_ Reg#: \_\_\_\_\_

**Address to be shipped to:**

Name: \_\_\_\_\_

Street Address (No PO Box) : \_\_\_\_\_

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

Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Saturday Delivery Available At Above Address: \_\_\_ Yes \_\_\_ No

If checked no, please provide a Saturday address below

\_\_\_\_\_

\* Please note: check the availability of Saturday FedEx delivery

Closest Major Airport Name and City: \_\_\_\_\_

**Shipments must be pre-paid with check or credit card – NO EXCEPTIONS**

CreditCard Information: \* please note a 4% Service fee for credit cards \*

Please charge my Credit Card for all fees incurred in breeding my mare:

Name of Card Holder: \_\_\_\_\_

Billing Statement Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

3 digit # on back of card: \_\_\_\_\_

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

