For Office Use Only...

Received: _____

Payment method: _____

Stud Fee paid: _____

Chute Fee paid: _____

Notes: _____

XTRA LITTLE BALOU

Oklahoma Equine Reproductive Center
Whitney McLean, DVM
Madelyne Crozier
2652 Reece Lake Rd
Washington, OK 73093
(405) 288-6460
Fax: (405) 288-6865
repro@oklahomaequinehospital.com

Please sign and return with booking fee and a copy of Mare Registration Papers. A signed approved copy will be mailed back to you. This contract is null & void if not returned by_____.

This contract dated _____ is between ("Mare Owner") _____ and Oklahoma Equine Hospital ("Breeder") one service to Xtra Little Balou ("Stallion") for the ("Mare") _____ Reg. # _____ Breed _____ for the 2027 season at $ 2,000 (plus a $500 non-refundable book fee + shipping).

Please check one:

☐ Shipped Semen ☐ On Farm... ___Wet ___Dry ☐ Frozen semen ☐ Courier

☐ Will "Mare" have an Embryo Transfer performed? YES ____ (If yes, # of embryos ____) NO ____, she will carry.

1. **Fees and Expenses:**
   a. Charges: A non-refundable booking fee of $500.00 is due with signed contract. The balance of the stud fee $1,500 is due prior to the shipment of semen or prior to the mare departing from the farm. If semen is not shipped, and balance of stud fee not paid within current breeding season, Mare owner will forfeit booking fee and this contract will become null and void.
   b. Cooled Semen Expenses: In addition to the Stud Fee, prior to the first shipment of semen the Mare Owner must include $300.00 for FedEx Overnight or $400 for Counter to Counter (the "Shipping Expense Fee") simultaneous with this signed agreement. This will cover all costs associated with the semen shipping process for the first shipment of semen, including lab and handling costs, and transportation fees. If additional shipments are required, the Mare Owner will be billed accordingly. USDA stamp Fees for Canadian Shipments are $110.00. Hand shipment picked up at the farm will be $100.00 each. Semen orders not cancelled by 8:00 a.m. CST on collection days will be subject to cancellation fees.
   c. Equitainer: The Mare Owner understands that the Equitainer is the property of the Breeder and that the Mare Owner does not obtain ownership rights to the Equitainer by virtue of this agreement. Should the Mare Owner fail to return the Equitainer to the Breeder within five (5) business days after receipt, $300.00 shall be charged to the Mare Owner to cover the cost of the Equitainer. The cost of returning the equitainer is the responsibility of the mare owner.
   d. On Farm Breeding Expenses: Boarding, farrier and any other expenses will be payable upon receipt of invoice or when the mare leaves the farm, whichever occurs first. Haul in breeders must pay stud fee in full prior to hauling mare in/out for breeding. A $85 haul in fee will be charged by Breeder for each breeding. Veterinarian Expenses will be billed separately and must be paid directly to the veterinarian.
   e. Billing: Bills are due and payable in full upon receipt. Any balance remaining unpaid after thirty days from the billing date shall bear interest at the rate of 1½ % per month from the date billed to the date payment is received. In the event that the account is not paid within 45 days from the date of the monthly statement, the breeder may refuse to palpate, tease or breed the mare.

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 Breeders Condition and Treatment:**
    a. The Mare Owner represents and warrants to the Breeder that the Mare is in sound breeding condition, is free from infection and disease and that the Mare tested negative on a Coggins Test performed within twelve months prior to the date of this agreement. Prior to arrival at the breeding farm, Mare must have a veterinarian's health certificate including deworming, and immunization records, and current Coggins test. Flu and Rhinopneumonitis vaccines must be given before the Mare arrives. If these documents are not presented upon the mare's arrival, the Breeder shall have the attending veterinarian make proper tests and evaluations at the Mare Owner's expense.
    b. Breeding Method on farm mares is at the sole discretion of the Breeder and the attending veterinarian. The Breeder agrees to diligently try to settle the Mare, however if the Mare should not settle, the Breeder shall be held harmless.
    c. A Mare deemed not in sound breeding condition by the attending veterinarian shall not be bred. In such a case, the Mare Owner may substitute another mare within the same breeding season.

4. **Farm Waiver of Liability:** Mare Owner acknowledges that the possibility of infection or disease exists at any breeding facility and may be increased due to the varied clientele that the Breeder services. The Breeder will exercise reasonable care in caring for and supervising said horses. Other than as provided in this agreement, 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.

5. **Cooled Semen:**
    a. 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.
    b. Cooled Semen Disclaimer: Semen is shipped on a first call, first serve basis with farm mares receiving first 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 cooled 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. **Breeding Season:** For purposes of this agreement the breeding season shall begin February 1st and close July 2nd of the year on this agreement. Collection days will be every Monday/Wednesday/Friday.

7. **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. 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, however there will be a $250.00 booking fee, provided proper written notification that the Mare has slipped or produced a nonviable foal is given to the Breeder within one (1) week of such slippage or 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. The Breeder may require that the re-breeding be preformed at the Breeder's facility and the Mare Owner agrees to pay Mare care and other normal expenses relative to the breeding.

8. **Multiple Embryo Transfers:** If more than one embryo is produced from a Stallion breeding under this Agreement and if multiple embryos are transferred, then Mare Owner must notify Breeder within 48 hours 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. Breeder strongly recommends the purchase of embryo insurance.

9. **Vitrified (Frozen) Embryos:** There will be no Live Foal Guarantee for vitrified (frozen) embryos.

10. **Breeder's Certificate:** All pregnancies must be reported to Oklahoma Equine Hospital by November 1st of the breeding year. Mare owner will be responsible for all late fees after that date ($70 per pregnancy / embryo). Late fees will need to be paid in full before the breeding will be added to the Stallion Breeding Report. A Breeder's Certificate will be issued only after Mare Owner has notified Oklahoma Equine Hospital that the Mare has produced a live foal and all bills on the Mare have been paid in full (veterinarian, farrier, embryo transfer service, etc).

11. **Emergency Care:** Breeder agrees to contact the Mare Owner at the emergency number listed below should Breeder feel that medical treatment is needed for Mare &/or Foal provided however, that in the event the Breeder is unable to contact the Mare Owner within a reasonable time, which time shall be judged and determined solely by the Breeder, Breeder is then hereby authorized to secure emergency veterinary care and/or farrier care, and by any licensed providers of such care who are selected by Breeder, as Breeder determines is required for the health and well-being of said horse(s). The cost of such care secured shall be due and payable by the Mare Owner within fifteen days from the date Mare Owner receives notice thereof, provided however, that Breeder is authorized to arrange direct billing by said care provider to the Mare Owner. If Mare owner carries insurance on Mare &/or foal, it is the responsibility of the Mare owner to provide Breeder with such information.

12. **Mediation and Arbitration:** Any dispute relating to the interpretation or performance of this agreement shall first be submitted to mandatory mediation to a mediator selected by agreement of the parties. Should the parties be unable to agree on a mediator, the dispute shall be submitted to the Oklahoma City Mediation Center. The parties shall share the cost of mediation equally. Should a

party not participate in the mediation, the nonparticipating party shall be charged with the cost of the mediation , which said cost shall be considered a liquidated damage provision to be applied as damages in any subsequent action without consideration as to the prevailing party in such action. If the mediation does not successfully resolve the dispute between the parties, the dispute shall be resolved, at the request of either party, through binding arbitration. Arbitration shall be conducted in McClain County, Oklahoma, in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction. The Mare Owner and Breeder intend that this agreement to arbitrate be irrevocable. If either party is required to retain the services of an attorney to enforce any term or obligation arising out of or in connection with this agreement, or the collection of any monies due and owing under or pursuant to the terms of the agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable costs of collection and attorneys' fees) incurred in the enforcement of the agreement or any proceeding related thereto. Title 4 Oklahoma State Statutes Section 193 states: "Every person who shall keep, board or train any animal, shall for the amount due therefor, have a lien on such animal, and on any vehicle, harness or equipment coming into his possession therewith, and no owner or claimant shall have the right to take any such property out of the custody of the person having such lien, except with his consent, or on the payment of such charge; and such lien shall be valid against said property in the possession of any person receiving or purchasing it with notice of such claim."

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

14. **Binding And Entire Agreement:** This contract, when signed by the Mare Owner and the Breeder and accompanied by payment of the booking 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.

Mare Owner Information:

_____
Mare Owner/Agent Signature

_____
Date

_____
Daytime Phone

_____
Cell Phone

_____
Address

_____
City, State, Zip

_____
E-mail

_____
Fax

Payment Information:

_____
Name On Credit Card

_____
Type Of Credit Card

_____
Credit Card #

_____
Date Expires

_____
Security Code (CV)

_____
Billing Zipcode

_____
I hereby authorize Oklahoma Equine Hospital to charge this credit card for all charges incurred.

Do you authorize Oklahoma Equine Hospital to charge the above credit card for the Breeding and Chute Fee upon receipt of this contract
(Please Initial) YES _____ NO, I will send a check_____other_____

Do you authorize Oklahoma Equine Hospital to charge the above credit card for future shipping charges (if necessary)?
(Please Initial) YES _____ NO, call on day of my shipment_____ other_____

Want to pay with Credit Card online ? Click the Pay Bill button on www.oklahomaequinehospital.com

Please mail, fax or email contracts to :

Oklahoma Equine Hospital • 2652 Reece Lake Rd, Washington. OK 73093
fax: 405-288-6865 • repro@oklahomaequinehospital.com

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Cooled Shipped Semen Information

Contract Type: ☐ New ☐ Auction, name of auction _____ ☐ Donated breeding, from _____
(please mark one)

Mare:_____ **Stallion:** Xtra Little Balou

AQHA/APHA Registration #:_____ (Please attach a copy of registration papers)

Mare Owner:

Name: _____
Address: _____
CIty/State/Zip:_____
Phone: _____

Email Address for Insemination feedback: _____
(an email will be sent to this address for pregnancy updates post insemination)

Shipping Information: (Must be physical address, NO PO Boxes)

Ship To: _____
Contact:_____
Vet (if different): _____
Address: _____
City/State/Zip:_____
Phone: _____
Email: _____
Signature Required: Yes No (circle one)
Will likely (circle one) FedEx / Courier / Fly

Closest Major Airport:
Airport:_____ Airline:_____ Airport Code: _____

** Collection days are every Monday/Wednesday/Friday from February 1st to July 2nd **