**Jaure Performance Horses**

2 Johnson Road (307) 320-6397

PO Box 321 (307) 320-8598

Rawlins, WY 82301 jaureph@gmail.com

**Stallion Service Contract**

I hereby agree to breed the mare, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Registration # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) hereinafter referred to as “Mare” to the Stallion, *KICK IT IN THE NIC* (Registration # 4637660), hereinafter referred to as “Stallion” for the 2021 season and to pay a total service fee of $750.00, of which $250.00 is tendered herewith as a booking fee and the balance to be paid, along with any additional charges incurred, prior to picking up of mare. Breeding Season is defined as February 15th through July 1st.

1. The Stallion Fee stated above includes a non-refundable Booking Fee of $250.00 which shall be payable upon execution of this contract. The first shipment is $500.00. A $350.00 fee will be required with each additional shipment sent. If this breeding was purchased through an auction, this fee schedule will still apply and will need to be paid prior to shipping.
	1. FOR ON-SITE BREEDINGS: The balance of the Stallion Fee shall be payable when the mare is pronounced safe in foal, or when the mare is picked up from the facility, after having been exposed to the stallion. All other expenses, including board, shall be payable monthly, and paid in full when the mare is picked up from the facility. If this breeding was purchased through an auction, a Collection Fee of $250.00 will be required for each cycle mare is exposed. This fee covers all breeding expenses, including ultrasounds and breeding hormones (if needed), but does not include board.
	2. FOR COOLED SHIPPED SEMEN: **Jaure Performance Horses will collect stallions every Monday, Wednesday, and Friday.** Jaure Performance Horses **must be notified before 6:00pm MST the night prior to collection to guarantee shipment. Jaure Performance Horses** semen warranty or guarantee, express or implied, is given. No guarantee of delivery within a certain time period or the quality of the semen at arrival is given.
	3. COOLED SEMEN SHIPMENT FEES: (applicable only to cooled transported semen breedings) The first shipment of semen is $500.00 and payment is required before shipment occurs. There will be a $350 fee for each additional shipment and for all donated breedings by FedEx or UPS. The Mare Owner agrees to return semen-shipping container to the Stallion Manager via FedEx or UPS at the Mare Owner’s expense. DO NOT RETURN VIA USPS. An additional fee of $300 will be charged for the shipping container if the Mare Owner does not promptly return container to the Stallion Manager, within 7 days, with container contents enclosed. Mares on the premises Jaure Performance Horses have a breeding priority on any given breeding day; therefore, we make no guarantee that cooled semen will be available for a specific day. All fees and charges due under this Agreement must be paid prior to any shipment. The Stallion Manager may refuse to make any shipments to the Mare Owner if the Stallion Manager believes that the Mare is not healthy or in sound breeding condition. Upon receipt of shipment, the Mare Owner shall try diligently to impregnate the Mare and shall use all diligence and care in the insemination of the Mare. The Mare Owner waives all claims against the Stallion Manager for the sickness, injury, or death of the Mare and her offspring arising from the exercise of the breeding privilege granted in this Agreement. The Stallion Manager waives all claims against the Mare Owner for any injury, sickness, disease, or death of the Stallion arising from the exercise of the breeding privilege granted in this Agreement.
	4. BOARD & VETERINARY CHARGES: (applicable to on-site breedings) The Stallion Manager agrees to provide suitable facilities for the care and feeding of the mare and/or foal while in his/her custody. The Mare Owner agrees to the rates listed below. The Mare Owner agrees to pay all boarding and veterinary expenses incurred by the Mare and/or foal while under the care of the Stallion Manager, and these expenses are due and payable before the Mare and/or foal depart the ranch.
		1. BOARD: WET MARE-$12 paddock with shelter, $18 inside stall

DRY MARE-$10 paddock with shelter, $15 inside stall

1. CONDITION & TREATMENT. The Mare Owner agrees that when delivered to the Stallion Manager or when a cooled semen shipment is requested, the Mare will be healthy and in sound breeding condition. A copy of both sides of the registration papers on the mare must accompany the contract. The Mare Owner warrants that he/she is the owner of record of the Mare. If the Mare is to be bred at the Ranch, then upon or before delivery of the Mare to the Ranch, the Mare Owner must provide the Stallion Manager with the following for the Mare: (a) negative Coggins test dated within 12 months prior to the delivery of the Mare to the Ranch, and (b) vaccination, deworming, farrier, and any other health and reproductive records reasonably deemed necessary by the Stallion Manager for the care and health of the Mare and her foal. Failure to furnish these health certificates will be authorization for the Stallion Manager to perform such services as deemed necessary for the Mare's well being and will be at the Mare Owner's expense.
2. CARE OF MARE & FOAL FOR ON-SITE BREEDINGS. For Mares bred at the Ranch, the Stallion Manager shall prepare the Mare for breeding and shall conduct the breeding and post breeding care. The Stallion Manager shall exercise reasonable judgment in the breeding, care, and supervision of the Mare; however, the Mare Owner waives all claims against the Stallion Manager for the sickness, injury, or death of the Mare and her offspring from matters beyond the Stallion Manager's reasonable control or despite the rendering of reasonable and ordinary care. The Stallion Manager shall diligently try to settle the Mare; the Mare Owner agrees to give the Stallion Manager ample opportunity to settle the Mare (having bred her through at least two (2) heat-periods). The Stallion Manager does not offer a Live Foal Guarantee for any mare boarded on the Stallion Manager's premises unless the mare has been pregnancy-checked, and is found to be pregnant by the Stallion Manager's veterinarian prior to leaving the premises. IF THE MARE LEAVES BEFORE BEING PREGANCY-CHECKED, THEN ALL UNPAID BOARD, EXPENSES, AND BREEDING FEES BECOME DUE AND PAYABLE. THE STALLION MANAGER MUST RECEIVE CONFIRMATION OF A PREGNANCY CHECK IN WRITING WITHIN 45 DAYS OF OVULATION, OR THE LIVE FOAL GUARANTEE IS VOID. If for any reason a Mare does not settle, the Mare Owner waives any claim against the Stallion Manager. The Stallion Manager's veterinarian will examine the Mare for normal breeding conditions and will administer care for the Mare and her offspring that the Stallion Manager deems necessary, and the Mare Owner grants to the Stallion Manager the right to exercise all reasonable authority and discretion with respect to the care of the Mare and her offspring. If any extraordinary health care is required for the Mare and her offspring, the Stallion Manager shall attempt to contact the Mare Owner by telephone prior to taking any required action, but the Stallion Manager's inability to contact the Mare Owner does not abrogate the authority granted to the Stallion Manager by the Mare Owner.
3. BREEDING OF THE MARE BY COOLED TRANSPORTED SEMEN. The Mare owner is responsible for all facets of breeding the Mare and agrees to comply with all related breed association requirements concerning the use and handling of cooled semen. The Mare Owner agrees to use his/her best efforts to perform insemination procedure within 24 hours, but not more than 48 hours after collection of semen from the Stallion. The Mare Owner agrees that an individual who is qualified and experienced in the use and handling of cooled semen will perform the insemination. The Mare Owner agrees to use all cooled semen provided by this Agreement for the Mare named in this Agreement and no other. AS THE USE OF COOLED SEMEN IS AN EMERGING TECHNOLOGY, THE STALLION MANAGER MAKES NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, WITH RESPECT TO COOLED SEMEN, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE STALLION MANAGER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE COOLED SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY, OR CHARACTERISTICS.
4. LIVE FOAL GUARANTEE. If the Mare fails to produce a live foal from the breeding privilege granted by this Agreement, the Mare Owner may rebreed the Mare (or a substitute mare mutually agreed upon by the Mare Owner and the Stallion Manager) during the subsequent breeding season. The Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this Agreement, without the prior written consent of the Stallion Manager. Any attempted assignment with out the prior consent of the Stallion Manager, will, at the option of the Stallion Manager, terminate this Agreement and release the Stallion Manager from all obligations hereunder. "LIVE FOAL" means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours. This return breeding privilege is conditioned upon the Mare Owner giving the Stallion Manager written notice within 7 days after foaling or aborting that the Mare did not produce a live foal. This notice must be accompanied by a certificate from the attending veterinarian that no live foal was born. For the Return Breeding privilege, a Rebreed Contract will be issued the Mare Owner by the Stallion Manager and there will be a charge for "Rebreed" service expenses as listed on the Rebreed Contract fees table.
5. A "Breeder's Certificate" will be issued for the foal conceived by the mating when stallion fees and all other expenses have been paid in full. The Mare Owner will receive a Breeder's Certificate when the Stallion Manager has been notified that a live foal has been produced.
6. TERMINATION. If the Stallion dies, is sold, or becomes unfit for breeding in the opinion of the Stallion Manager , or if the Mare should die or become unfit to breed, this Agreement will, at the option of the Stallion Manager, immediately terminate, but the Mare Owner shall continue to be responsible for payment to the Stallion Manager for all expenses incurred by the Stallion Manager on behalf of the Mare Owner prior to the Mare and the offspring being removed from the Ranch. The Stallion Fee (less the non refundable Booking Fee and non-refundable Chute Fee) will be refunded, and the Stallion Manager and the Mare Owner will be released from any further obligation under this Agreement.
7. It is agreed that if it should become necessary for you or someone on your behalf to incur costs and expenses to retain services of any attorney, pay legal fees and/or court costs to enforce this agreement or any portion thereof, I hereby agree to pay reasonable costs and attorney’s fees thereby expended. It is also expressly agreed that this contract is performable in Carbon County, Wyoming and venue for any action hereunder shall be in Carbon County, Wyoming.

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Authorized by Chuck &/or Erica Jaure Printed Name of Mare Owner (As Listed On Registration Certificate)

Stallion Fee: $750.00 Address:

Booking Fee: $250.00 due with contract ,

 Balance Due: $500 Telephone Number:

 Email:

Date Received: Check #: ­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Mare Owner