

## **BREEDING CONTRACT FOR CADUCEUS PANACHE**

Owner/ Breeding manager: Barbara Lewis  
169 CR# 2397  
Winnsboro, TX 75494  
[Lewis\\_16881@msn.com](mailto:Lewis_16881@msn.com)  
(903)866-3122 or (903)439-7717

### Breeding contract for 2009 Breeding season

This contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between Barbara Lewis and (name of mare owner(s) or Lessee(s)) \_\_\_\_\_.

Address \_\_\_\_\_

Telephone home \_\_\_\_\_ cell \_\_\_\_\_

E-mail \_\_\_\_\_

Registered name of mare \_\_\_\_\_

AMHA # \_\_\_\_\_

Date of birth \_\_\_\_\_ color & markings \_\_\_\_\_

Sire \_\_\_\_\_ dam \_\_\_\_\_

**Morgan stallion: Caduceus Panache AMHA# 00135110 foaled June 23, 1995, black with no white markings**

**Sire: Wyoming Flyhawk #24795 Dam: MJVM Serena #083212**

### **STUD FEE TOTAL: \$850**

Booking fee: \$200 non-refundable fee is deducted from the total amount of the stud fee and must be paid prior to breeding or shipping semen. Booking fee may be sold or transferred with written approval of stallion owner.

Balance of stud fee: \$650 to be paid before first shipment of semen or breeding.

### Other fees:

1. Stud fee includes first collection of semen, or two shipments of frozen straws.
2. All shipping charges are at mare owner expense
3. all shipments will be made by Fed Ex priority overnight
4. Additional shipments of semen \$150 + shipping charges
5. Airport delivery \$150 (subject to availability of flights from DFW airport)
6. Must notify breeding manager by 8am the day **before** collection/shipment
7. Less than 24 hour notice to collect \$75
8. Mare care: mares will be stabled at veterinary clinic where collection if performed. All fees for mare care will be paid to veterinary clinic.

### **GENERAL TERMS AND CONDITIONS**

1. Mare owner certifies that he/she is the legal owner on record or recorded lessee of this mare. A copy of the mare's registration papers must be included with this contract if mare is registered with a breed organization.
2. Stallion is available by artificial insemination only. Shipped cooled or frozen semen is available. On site insemination is available at: Winnsboro Veterinary Medical Center, 21006 TX Hwy 11 E, Winnsboro, TX 75494, (903)342-3563. If veterinary center is used, all board, veterinary, insemination, and other related expenses on the above named mare will be paid by mare owner directly to Veterinary Medical Center.
3. Barbara Lewis reserves the right to withhold signature of AMHA foal registration applications until all fees due to Barbara Lewis or Winnsboro Veterinary Medical Center have been paid.

4. Return services: in the event the mare does not conceive, or if she should abort after conceiving, or otherwise fail to produce a live foal, mare owner shall have the right of return service for two years following the date of the above contract. If additional time is needed it must be approved in writing by stallion owner.
5. LIVE FOAL GUARANTEE: for the purposes of this contract, a live foal is defined as one who stands and nurses. If the foal is born dead, or does not stand and nurse, the mare which is the subject of this contract, may have return services to the stallion named above, provided, however, that the Mare Owner complies with the following conditions in addition to those set forth in the contract. Should the foal be born dead, or die before standing and nursing the mare owner must notify the stallion owner by CERTIFIED MAIL. The notification must be signed by a licensed veterinarian attending the mare, that the foal was still-born or didn't stand and nurse, as well as certification by the mare owner and mare owner's veterinarian that the death of the foal did not result from any act of omission of the mare owner or any party, and that the mare owner has exercised all due care and afforded subject mare to all reasonable protection. Barbara Lewis will not be obligated to honor the live foal guarantee if the foal dies due to negligence of the mare owner or its agents or employees. Should the stallion die or become unable to service mares, frozen semen will be made available.
6. Should the stallion die or become unfit for service before the mare is serviced, the booking fee shall be refunded. Should the stallion die or become unfit for service after the mare is serviced but before she is in foal, the booking fee shall not be refunded. Should the mare die or become unfit for breeding, before being serviced, any fees paid less the booking fee, shall be refunded OR the mare owner may assign the contract to a substitute mare with written notice to Barbara Lewis. Should the mare die or become unfit for service after being serviced, the booking fee shall not be refunded, but all fees can be assigned to another mare upon written notice to stallion owner.
7. Warranties: stallion owner warrants that the stallion's blood type and DNA has been recorded by the American Morgan Horse Association and agrees to execute all documents necessary for the registration of any foal resulting from this breeding. Stallion owner further warrants that the stallion is healthy and free of communicable disease. No other warranties, expressed or implied, not otherwise included in this contract, shall be in force.
8. The mare owner understands that the stallion may occasionally be away from home during the breeding season. Barbara Lewis shall give notice by phone or e-mail to mare owner of any conflicts between the stallion's competitions and the mare owner's breeding dates.
9. Mare owner hereby agrees, jointly and severally, to indemnify Barbara Lewis and hold Barbara Lewis and its agents harmless against all losses, damages, claims, actions, causes of actions, suits, judgements and proceedings of every nature and description arising out of or any way connected with the mare and/or foal or the breeding, care, custody or control of the mare and/or foal, including, but not limited to, any and all costs, expenses and legal fees incurred by Barbara Lewis in connection therewith. During the time that the mare may be in custody or under the control of Barbara Lewis's agents, Barbara Lewis nor its agents shall be liable for any sickness, estray, theft, death, or injury which may be suffered by the mare and/or foal at side, or for any other claim or cause of action whatsoever arising out of or in any way connected to Barbara Lewis or its agent's care, custody, control, breeding, boarding, or transporting of the mare and/or foal. This shall include, but not limited to, claims of causes of action for personal injury, commercial loss of damages, or any other expense or cost the mare owner may receive of incur while mare owner and mare and/or foal are on Barbara Lewis or its agent's premises.
10. The mare owner hereby authorized Barbara Lewis or its agent, at mare owner expense, to secure veterinary, farrier, or transport services as needed while the mare is under custody of Barbara Lewis agent.
11. This contract shall be governed by and constructed in accordance with the laws of the State of Texas. In the event of a breach of this contract, or any part thereof, mare owner agrees to pay any and all reasonable attorney fees or other expenses of any kind incurred of which may be incurred by or on behalf of Barbara Lewis, in the enforcement of this agreement.

**TRANSPORTED SEMEN TERMS AND CONDITIONS**

**(required by mares to be bred by transported semen only)**

1. Notification: mare owner agrees to notify the stallion owner or breeding manager on the first day of the heat cycle in which the mare is to be bred and by **8:00am central standard time of the day BEFORE the requested collection date.** The mare must be examined by the mare owner's veterinarian between 18 and 35 days after insemination, and if not in foal, mare owner shall notify the stallion owner or agent that an additional shipment of semen is required.
2. Collection and shipment: all orders for semen shipments shall be filled as received subject to availability of the stallion's semen. If there is not sufficient semen to fill all orders on a given day, the stallion owner will determine which orders will be honored based on information provided by the mare owner's veterinarian. Orders will be shipped via Federal Express when possible. In the event of a Federal Express and/or airline strike, severe weather, or other conditions preventing timely shipping of semen, stallion owner will make every effort to cooperate with mare owners, but shall not be responsible for providing semen on the specified day.
3. Mare owner agrees to pay all semen collection and shipping costs for transported semen. Shipping costs will be deducted from the container deposit. If shipping costs exceed initial deposit, an additional deposit will be requested and must be paid prior to next shipment.

Name/address/phone # for shipping if different from mare owner's address:

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4. Insemination: mare owner agrees that it is his/her responsibility to pick up the semen container (when necessary) at the nearest commercial airport in a timely manner and to have this mare, and only this mare, inseminated by a qualified veterinarian within 24 hours and to discard any unused semen. Mare owner shall also have their veterinarian complete the **delivery certificate for transported semen** provided by stallion owner with each semen shipment and shall return a copy of this form to the stallion owners before container deposit will be refunded.
  5. Warranties: stallion owner warrants that a semen transport permit has been obtained for this stallion from AMHA. Stallion owner further warrants that semen shipped under this contract shall be collected and shipped according to generally accepted standards in the industry and shall be the semen of **Caduceus Panache** only. Barbara Lewis is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to semen furnished hereunder except that it the stallion's. All warranties of merchantability and fitness for purpose are hereby excluded. No other warranties, express or implied, not otherwise included in the contract, shall be in force.
  6. Return of container: mare owner agrees to return the shipping container promptly at his/her expense within 7 days after use. Disposable containers will be clearly marked and do not need to be returned.

Signature of Barbara Lewis \_\_\_\_\_ date \_\_\_\_\_

Signature of mare owner(s) or lessee \_\_\_\_\_ date \_\_\_\_\_

Name/address of mare owner if not same as above: \_\_\_\_\_

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