

2017 Breeding Contract

Contact Information:

Stallion Owner Fay or Tia Jandreau AQHA ID: 2319074

Address: 36679 245th St. Kimball, SD 57355

Phone: 605.730.1226 Email: jandreau@midstatesd.net

Stallion: A French Streak AQHA Registration No. : 5326120

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Mare Owner: _____ AQHA ID: _____

Address: _____

Phone Number: _____ Email : _____

Mare: _____ AQHA Registration No. _____

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Insemination Facility: _____

Address: _____

Vet Name : _____

Phone Number : _____ Email : _____

Breeding Terms and Conditions:

- 2017 Breeding Season: February 1, 2017 to May 26, 2017 (May 27th to June 30th by appointment only)
- Limited Live Cover, Cooled Semen and Frozen Semen are available.
- In the event the stallion dies or becomes unfit to breed, this contract shall be deemed null and void and 100% of the current years breeding fees will be returned to the mare owner. All warranties such as any "Live-Foal-Guarantees" will be null and void and will remain unserved.

Fee Information: (payable by the mare owner)

- 2017 Breeding Fee is \$1000 with a \$100 nonrefundable booking fee due at time of contract signing, with the balance (\$900) due prior to insemination of the mare identified in the contact section of this contract. Breeding and Booking fees are to be paid to stallion owner:

Fay or Tia Jandreau
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- A French Streak will be standing at Central Dakota Animal Clinic in Platte for the 2017 season.
- In the event the mare is Artificially Inseminated, the stallion collection fee, shipping charges, and artificial insemination fee is the responsibility of the Mare owner.
- If any semen collection is “poor” or “substandard” as determined by the Vet performing the collection, a second collection will be provided by the stallion owners.
- All other costs (mare care, ultrasounds, flushing, heat cycle manipulation, insemination fees, etc.) associated with the breeding of the mare will be charged at a rate determined by the breeding facility and are the responsibility of the mare owner.

Stallion Owner Responsibilities:

- Have the Stallion in breeding condition and available for collection at the Collection Facility identified above during the breeding season.
- All fees and charges associated with preparing the stallion for collection.
- Submission of a Breeders report to AQHA within the same calendar year as the occurrence of the breeding.
- Issuance of a Breeders Certificate as applicable for each live foal born as a result of the breeding services contracted herein.
- **LIVE FOAL GUARANTEE (*Live cover, Cooled Semen, Frozen Semen*)**
Initial to select option_____
 - This breeding contract contains a live foal guarantee, this guarantee cannot be transferred to any mare other than the mare identified in the contact section of this contract unless specifically approved by Tia and Fay Jandreau.
 - A live foal is described as a foal who stands and nurses for a minimum of seventy two (72) hours from birth.
 - If the foal is born dead or dies within 72 hours of birth mare owner will receive a rebreed at no additional breeding fee to be used for mare owner’s choice of 2018 breeding season.
 - If the foal dies or miscarries due to mare owner’s negligence or malicious behavior Fay/Tia Jandreau reserve the right not to honor the live foal guarantee. If the mare should miscarry or abort after being diagnosed in foal, mare owner will have the choice of returning for a rebreed during the current breeding season if time will allow.
- **LIVE FOAL GUARANTEE (*Frozen Semen only, 575 option*)**
Initial to select option_____
 - In the event a mare owner opts to breed their mare via frozen semen and preseason collections are available; the live foal guarantee can be waived and the fee will be reduced to \$575 collectable at time of booking.

Mare Owner Responsibilities:

- Payment of all fees identified within the fee section of this contract.
- Have the mare in breeding condition and available for breeding at the time of insemination.
- Provide proof of ownership or lease and registration papers if applicable.
- Advance notification of timing of mare’s heat cycle is appreciated.

Hold Harmless and Mutual Indemnification:

EACH OF THE STALLION OWNER AND THE MARE OWNER (EACH OF “STALLION OWNER” AND “MARE OWNER” SHALL HEREINAFTER BE REFERRED TO AS A “PARTY” AND COLLECTIVELY AS THE “PARTIES”) SHALL DEFEND, INDEMNIFY, AND SAVE HARMLESS THE OPPOSITE PARTY AND ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS AND ASSIGNS, AS APPLICABLE, FROM ALL CLAIMS, LOSSES, SUITS, DAMAGES, OR LIABILITIES, INCLUDING REASONABLE ATTORNEY’S FEES, DUE TO THE ACTIONS OR INACTIONS OF SUCH PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES PERFORMED UNDER, OR IN RELATION TO, THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM (I) ERROR, OMISSION, OR NEGLIGENT ACT OF SUCH PARTY, OR OF ANY PERSON EMPLOYED BY OR ACTING UNDER THE DIRECTION OF SUCH PARTY (EXCLUDING PROFESSIONAL VETERINARY SERVICES), OR (II) THE ACTION OR INACTION OF ANY LIVESTOCK OWNED BY SUCH PARTY. NOTWITHSTANDING THE FORGOING, NEITHER PARTY SHALL BE OBLIGATED TO DEFEND, INDEMNIFY, OR HOLD HARMLESS, THE OPPOSITE PARTY IN REGARD TO ANY CLAIMS, LOSSES, SUITS, DAMAGES, OR LIABILITIES HAVING THEIR ORIGINS IN THE ACTUAL OR CLAIMED PROFESSIONAL MALPRACTICE OF ANY LICENSED VETERINARIAN OR VETERINARY CLINIC OR PRACTICE.

Signatures:

This contract will be governed by the laws of the State of South Dakota and shall be binding upon the parties hereto. By signing this agreement both parties agree to the terms herein and attest that they have the authority to enter into this agreement.

Stallion Owner

Date: _____

Mare Owner or Lesser

Date: _____