



MAGPIE FARM
BREEDING CONTRACT 2007 (early bird)
Amorex, Fresh-cooled, LFG

I, _____, (hereafter referred to as Mare Owner) agree to breed my mare _____, to the Swedish Warmblood stallion Amorex for the season of 2007. Contract shall be for shipment of fresh-cooled semen, with a two-year Live Foal Guarantee subject to provisions below. Mary Baechler, Magpie Farm, agrees to provide stallion service from the above stallion to the named mare of Mare Owner above. Both Mary Baechler and Mare Owner mutually agree to the following conditions:

Mare Owner agrees to pay the stud fee as listed below (please initial):

_____ Amorex stud fee \$1000

1. Stud fee is as checked above. Of this amount, \$200 is a non-refundable booking fee, which is due with the contract. A second payment of \$250 is due before any semen can be shipped. This total of \$450, which includes the booking fee, includes the first shipment of semen.

Mare Owner is responsible for all round-trip shipping costs of Equitainer. Mare Owner agrees to supply either a Fed Ex number, or a credit card to cover Equitainer shipping expense. Mare owner agrees to return the shipping canister within five days to Mary Baechler, Magpie Farm. A late fee of \$25 per day will be charged for every day past 5 days from the time the shipping canister arrived at your veterinarian's. Magpie Farm will issue shipping documents for round-trip shipping of the Equitainer. It is your responsibility to make sure your veterinarian returns the container promptly; we need it for other clients. Shipping canister must be returned in good condition and with all parts; Mare Owner agrees to immediately pay for replacement parts or whole container, if lost.

The first semen collection will not be charged for, and is included in the stud fee. All subsequent collections are subject to a \$175 collection fee plus round-trip shipping fees. Mare owner agrees to supply a credit card to cover these collection costs, and hereby authorizes Magpie farm to charge the collection fee when Mare Owner or their veterinarian calls for a shipment. No shipments (after the first collection) will be shipped unless paid for in advance, either by credit card or pre-payment with a check.

The balance of \$550 is due when the resulting foal has stood and nursed, and this balance owed is due to Magpie Farm within seven days of the foal's birth.

2. Mare owner hereby verifies that mare is in good health and also has a good history of reproductive health. Mare owner agrees to provide a veterinary certificate (Please see Mare Health Form) that a current uterine culture and cytology shows that the mare is free from infection and is in sound breeding condition prior to breeding. This is also required of maiden mares. (You may have the culture done on the same heat cycle your mare is bred in; as long as we know the certificate will be coming,

we will ship semen).

The Mare Owner agrees to have the mare inseminated by a licensed, experienced equine reproduction veterinarian. Fresh-cooled semen must be administered on the day of delivery by licensed veterinarian or the stallion owner shall be considered to have fulfilled all contractual obligations and any guarantees. Mare owner understands that palpations and ultrasounds by a veterinarian are part of the normal breeding process, and it is mare owner's responsibility to discuss those fees and services with their veterinarian before breeding. Those fees are mare owner's responsibility. Typically, they may be \$500 to \$800 per heat cycle.

3. Live Foal Guarantee guarantee is subject to mare owner reasonably attempting to breed the mare, and limited to two years (two breeding seasons) if there are breeding difficulties. Mare owner must have mare ultrasounded for pregnancy and twins by a licensed veterinarian, between days 15 and 20 from possible conception. Mare owner must also have the mare ultrasounded and checked for pregnancy for a 2nd time approximately 45 days after breeding. If Mare Owner does not do these ultrasounds, the Live Foal Guarantee provision of this contract is null and void.

If the mare fails to conceive or produce a live foal that stands and nurses, then the mare may be rebred to Amorex, provided it is within the two years of the contract. The mare owner must provide written verification and a statement of details by a licensed veterinarian, within 30 days of the death of the foal, or if the mare is found to be barren when examined before 45 days from the last insemination. Mare owner must notify stallion owner of mare's pregnancy status at that time, or all foal guarantees are null and void. If the mare needs to be bred in year two of the contract, a non-refundable booking fee of \$100 must be paid in year two. If mare lost her foal, the Veterinary Statement must state that mare was properly cared for, in that Veterinarian's opinion, including feeding, worming, vaccinations, and care appropriate to a mare in foal.

4. Mare owner agrees to ask their veterinarian regarding vaccinating the mare for rhinopneumonitis between the 5th and 9th month of pregnancy. Although we do not require this vaccination, it may be prudent to do so if the mare is exposed to outside horses.

5. Mare owner agrees that the semen will only be used for the mare named in this contract. If any other mare is bred without Magpie Farm's written approval, then a penalty fee of three times the stallion fee is due from the mare owner named in this contract. Embryo transfers must be approved in advance, and are subject to private treaty. One stud fee is due for each resulting embryo. In the event of a dispute, mare owner agrees that the venue all legal proceedings will be in Yakima County, WA. The mare owner agrees to pay all collection costs, including attorney fees, court costs, necessary travel expenses, postage or express mail fees, etc necessitated or reasonable incurred by Magpie Farm or collection agency if there is late payment of any fees. Mare Owner agrees to pay all fees agreed upon in this agreement, including 1.5% per month finance charges for late balances. If payment in full has not been made by 60 days from the foal's birth, mare Owner hereby agrees that a lien on the resulting foal is granted to Stallion Owner and that the foal cannot be sold or ownership transferred until said lien is paid in full. A breeding certificate will not be issued unless all fees due to stallion owner are paid in full. If there are unpaid balances per the terms of this contract, Magpie Farm is not required to perform any services until full payment is made.

Info We Need To Ship:

Your Vet's Name _____

Address We Ship To
(if yours just put "above" _____)

Your Vet's phone number _____

Will This Address Work for Saturday Shipments? (yes/no) _____
(You may need to ask Fed Ex 1-800-463-3339)

Fees Due

_____ \$200 for booking fee to reserve your breeding

_____ Additional \$250 due before first shipment

_____ \$550 balance when foal is born

_____ \$25 fee for same-day semen requests (no charge if you call by 8 pm the night before)

Shipping Fees:

You will need to pay for round-trip shipping for the Equitainer for all shipments.

_____ Your Fed Ex account #

(we love it if you set up a fed ex account for return shipment--very easy at fedex.com)

_____ Your visa account # _____ exp date

(we require this to charge for additional collection fees past first collection)

Thank you for your order!

• **IMPORTANT** • Please initial each page that prints • **Please sign and mail 2 copies** •
thank you