

# OSWOOD STALLION STATION, INC.

1400 Old Garner Rd., Weatherford, TX 76088 Phone: 817-599-4560 Fax: 817-599-4564 oswoodstallionst@aol.com

## Received Semen Breeding Contract

I hereby agree on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, to contract with Oswood Stallion Station, Inc., hereinafter known as "Breeder", to breed the Mare \_\_\_\_\_, Registration Number \_\_\_\_\_ (AQHA/APHA), to the Stallion, \_\_\_\_\_ using shipped semen from \_\_\_\_\_ for the fee of \$650.00 during the 2022 breeding season which begins February 7, 2022 and ends June 30, 2022, subject to the following terms and conditions:

- A non-refundable \$650.00 chute fee is to be paid with this contract. This fee will cover palpation, insemination and ultrasound charges for only three (3) reproductive cycles. Any other expenses such as uterine infusions, uterine lavages, biopsies, etc. incurred on the mare will be paid by Mare Owner. In addition to the agreed Chute Fee, the following additional charges may apply:
  - Courier Fees: Counter-to-Counter airline shipments will be subject to a courier fee charge per shipment for courier service to Oswood Stallion Station.
  - FedEx Fees: Each Equitainer received must be returned to the point of origin. Unless a prepaid return label is included, the Mare Owner will pay all actual shipping costs to return Equitainer.
- Should the mare fail to conceive in the first three (3) reproductive cycles, an additional Mare Management Fee of \$150.00 per cycle will be charged.
- Monthly statements shall be mailed for services herein provided. Such statements shall be due and payable upon presentation. Statements not paid within 30 days will be subject to a finance charge of 1.5% per month or the maximum rate allowed by law. **All unpaid board and expenses must be paid in full before the mare is released.** Mare Owner representative will be allowed to pick up mare if a signed Credit Card authorization is on file. If this contract is to be used for an embryo transfer breeding, there is a supplementary Embryo Transfer Agreement that must be executed and its provisions are incorporated herein.
- Breeder agrees to furnish all facilities for the care and feeding of the mare while in its custody. Mare Owner agrees to pay for care and feed at the daily rate of \$16.00 for pasture mares; \$18.00 for paddock mares, \$23.00 for mares in light barn or in the foaling barn. An additional \$2.50 per day will be charged on all wet mares in the pasture and an additional \$5.00 will be charged on all wet mares being stalled. Breeder will exercise judgment in care and supervision of mare. Breeder's veterinarian will administer medical care as deemed necessary for the health and safety of the mare and her foal at Mare Owner's expense. There will be a \$400.00 foaling charge on all mares foaled at Oswood Stallion Station, Inc. These fees are subject to change at the discretion of Oswood Stallion Station, Inc.
- Mares shall be in healthy and sound breeding condition. **Mare Owner will furnish Breeder with a current negative Coggins test, veterinarian's health certificate if arriving from out of state, and all current health records (i.e. deworming/ vaccinations/ farrier history). Mares arriving on farm without said documentation or are not current, will receive all necessary vaccinations, be dewormed and EIA tested at the Mare Owner's expense.**  
Any open mares, excluding maiden mares, will be required to have a current biopsy. If a biopsy report does not accompany mare, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. The Breeder reserves the right to refuse to accept any mare that is not in proper condition, or does not have all of the records, tests, and registration documents as required herein.
- Breeder agrees to try diligently to settle the mare, however, if she fails to settle for any reason, Mare Owner will hold Breeder blameless. If the mare miscarries or aborts after her return home, Mare Owner must contact Stallion Owner/Manager for return breeding privileges on the contract. Oswood Stallion Station, Inc. is only providing the service of handling the semen and inseminating the mare. At the point that this service is accomplished, Oswood Stallion Station, Inc. has fulfilled all its obligations on behalf of this contract.
- The undersigned agrees that the Breeder and its agents, officers, and employees will not be responsible for accident, injury, sickness or death to the Mare or its foal, whether from flood, fire, theft, Act of God, or for any other reason. The undersigned agrees to arid shall indemnify and hold harmless Breeder and its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of the mare and/or foal. Any person associated with Breeder is not liable for death, or any disease, accident and/or injury caused to the mare and/or her foal.
- When Breeder signs and returns the confirmation copy of this contract to Mare Owner, it will then be a binding contract on both parties, subject to the terms and conditions set forth herein and shall be binding on and shall incur to the benefit of the parties and their heirs, personal representatives and permitted successors and assigns. This contract is not transferable or assignable by Mare Owner and is made solely for the benefit of the parties hereto and their respective permitted successors and assigns and no other person or entity shall have or acquire any right by virtue of this contract not provided for in writing and signed by both parties.
- The parties hereto specifically agree that this Agreement shall be construed, governed and interpreted by and in accordance with the internal laws of the State of Texas. If any action or arbitration is brought to enforce or interpret the terms of this Agreement, the proper place of venue shall be Parker County, Texas as this Agreement shall be performed in Parker County, Texas and the last act to make this a binding contract occurred in Parker County, Texas. Should any civil action be commenced between the parties hereto concerning this Agreement, or any rights or duties hereunder, the prevailing party shall be entitled, in addition to any other relief as may be granted, to reasonable attorneys' fees and disbursements as determined by a court of competent jurisdiction. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remaining provisions of this Agreement shall nevertheless continue in full force and effect without being impaired or invalidated in any way except the parties agree to insert, to the extent possible, a substitute provision to carry out the intentions of the parties.  
WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF ANY PARTICIPANTS IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.

10. Additional Terms: \_\_\_\_\_

**Mare Owner Information** (please print clearly)

**Oswood Stallion Station, Inc.** (for office use only)

Owner's Name as shown on Registration Records \_\_\_\_\_

Authorized by: \_\_\_\_\_

Address \_\_\_\_\_

Date Received: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Farm Fee: \$ 650.00 Check Paid # \_\_\_\_\_

Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Owner's or Agent's Signature \_\_\_\_\_

*I hereby authorize Oswood Stallion Station, Inc. to charge the following Credit Card for charges not prepaid:*

Circle One:  VISA  MasterCard  AMEX

Name as appears on card: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

3or4digitCCV# \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

Signature: \_\_\_\_\_