



AnTares Trakehners 6261 Layton Rd Fowlerville, MI 48836 734-604-7734

## BREEDING CONTRACT

The mare owner whose signature appears below, agrees to breed the mare

Name:

Breed:

Reg. No:

to the stallion **Torrent** in the **2023** season, subject to the following Terms and Conditions:

## TERMS AND CONDITIONS

1. The service fee for this breeding shall be: \$1,000
2. The mare owner warrants that the mare and, if applicable, her foal, are free from transmissible disease or infection, and that the mare is in sound breeding condition before the first shipment of semen.
3. AnTares Trakehners, will make a diligent effort to successfully breed the mare, and will work with the mare owner so far as is reasonable to achieve this goal. However, as breedings are occasionally unsuccessful despite the efforts of all concerned, the mare owner shall have the right to return breeding privileges for the same mare or another mare approved by AnTares Trakehners in the 2024 breeding season only and solely as follows: where the mare has been serviced or attempts made to service her through at least three consecutive heat cycles in 2023, but she has failed to produce a live foal which stands and nurses in 2024.
4. The mare owner shall perform all of his/her obligations under this contract

or all guarantees are null and void. Where the breeding is by transported semen, or the foal born at a location other than AnTares Trakehners, AnTares Trakehners reserves the right to require that a licensed veterinarian attests in writing to the times and circumstances of insemination and/or to the lack of viability of the foal as a condition to honoring the return breeding privileges.

5. Should the mare owner fail to have the mare inseminated through at least three heat cycles and certified in foal by a veterinarian, all unpaid fees and expenditures shall be immediately due and payable, and AnTares Trakehners shall have no liability hereunder.

6. Should the above-named stallion die, be sold by the owner, or become unfit for service before servicing the mare, or if the mare dies or becomes unfit to be bred before she is serviced, then this contract is and shall be null and void. At the time the first shipment of semen is sent this paragraph shall become void and without effect.

7. This contract shall not be assigned or transferred, and in the event said mare is sold, any fees, if unpaid, shall be immediately due and payable, and whether paid or unpaid, no refund or return breeding shall be due under any circumstances.

8. This contract shall be governed by and enforced under the law of the State of Michigan. Any legal action must be brought in the Circuit Court in the County in which AnTares Trakehners resides at the time any such lawsuit is commenced.

## 9. FEES

a. Shipment fees are the responsibility of the mare owner. The mare owner may give AnTares Trakehners their account number for Fed Ex, UPS or another shipping agent, cash, check or a credit card number for shipment of the Equitainer will be required from the mare owner.

b. Collection fee of \$250. If the stallion is being collected for a second party, the fee may be reduced and split between both parties.

TOTAL DUE BEFORE ANY SHIPMENTS: Collection fee \$ 250 + shipping fees

10. The mare owner agrees to provide a current negative reproductive tract culture before the first shipment of semen.

11. The mare owner agrees to assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whether by death, disease, injury, infection, or otherwise, and by any cause whatsoever, and further agrees to hold AnTares Trakehners, its agents, employees, and stallion

owner harmless for any and all damages resulting therefrom.

12. AnTares Trakehners assumes responsibility only to deliver live semen in viable condition to the destination designated below. The mare owner assumes responsibility for the transport of the semen from said destination to the place of insemination.

13. The mare owner agrees that a licensed veterinarian shall inseminate the mare with the semen no more than 12 hours after its arrival at the destination, and in the event this is not done, AnTares Trakehners shall be deemed to have fulfilled their contractual obligations under this contract and all guarantees shall be null and void.

14. The mare owner agrees to notify AnTares Trakehners immediately if there is a problem with the semen shipment.

15. The mare owner agrees to return "Equitainers" to AnTares Trakehners via 2<sup>nd</sup> Day Shipping at the mare owner's expense.

16. The mare owner agrees to have the mare ultrasounded by a licensed veterinarian between 15 and 20 days after the last day bred and to notify AnTares Trakehners of the status of her pregnancy or all guarantees are null and void.

17. The mare owner agrees to have the mare examined by a licensed veterinarian between 40 and 50 days after the last day bred, and to notify AnTares Trakehners of the status of her pregnancy or all guarantees are null and void.

\*\*\*18. This shall be an on farm lease of the mare beginning at breeding and lasting a minimum of 6 months post foaling. The lessees agree to assume responsibility for all breeding related expenses. The monthly lease fee is \$300 due at the beginning of each month. Lessors guarantee a foal that stands and nurses within 24 hours. Should the mare not produce a healthy foal that stands and nurses or if the foal dies, the breeding can be repeated. No fees paid are refundable. Transportation of the foal at weaning will be paid for and arranged by lessees. Transport must be adequate to ensure the safety of a young foal. There will be no charge for board of the foal until it reaches 6 months of age and it is still at AnTares. Then it shall be \$300 per month until the foal leaves.

\*\*\*\*19. This shall be a live cover breeding. The fee for live cover shall be \$100 per cover, maximum 2 covers. Mares staying on the farm shall be charged board at a rate of \$15/day or \$10 if you supply your own feed and hay. LFG offered. See #3.

DESIGNATED DESTINATION n/a

Mare inseminated by

VETERINARIAN

Signed:

Address:

Phone:

OWNER OF MARE

Signed:

Date:

Address:

Phone:

OWNER OF STALLION (OR AGENT)

Signed: Zenda Farrell

Date: