



18454 E. 111th St. • Broken Arrow, OK 74011 • (918) 830-4262 • Fax (918) 449-0180
 www.silvercreeksporthorses.com

Breeding Contract

For Fresh Cooled or Frozen Semen Season of 2012

Mare Owner Information

Mare Owner's Name				
Address		City	State	Zip
Home #	Fax #	Work #	Cell #	
Fed-Ex Account #		E-mail Address		
Credit Card #		Type	Expiration	
Veterinarian			Veterinarian's Phone #	
Address to Ship Semen		City	State	Zip

Description of Mare

Registered Name		Show Name	Barn Name	
Breed		Color	DOB	
Registered/Approved		Registration #		
Sire's Name		Sire's Registration #		
Dam's Name		Dam's Registration #		
Dam Sire's Name		Dam Sire's Registration #		
Maiden?	Open?	Barren to:		
In Foal to:		Due Date:	Planned Breeding Date:	

Breeding Right Agreement

The Mare Owner hereby confirms a reservation to the Silver Creek Farms stallion –

- Apiro – \$1500.00
- Cathalido - \$1500.00
- Fresh Cooled Semen
- Frozen Semen

for the year 2012. The breeding right is sold with a Two Year Term on a Live Foal Guarantee. Mare is contracted specifically by name. The contract may not be transferred to another mare without the prior written consent of Silver Creek Farms. If the semen is used on a mare not named in this contract without Silver Creek Farms' consent, this contract and all of its guarantees become null and void and the Mare Owner may be responsible for additional stud fees.

Fees and Terms

- The stud fee must be paid entirely before the first shipment of semen, and no part of the breeding fee will be returned after the first shipment is made. All fees will be made payable to **Silver Creek Farms**.
- The following discounts can be applied towards the stud fee (check appropriate box) -
 - 10% January Early Bird (stud fee must be paid in full by 1/31/12)
 - 20% December Early Bird (stud fee must be paid in full by 12/31/11)
 - 30% November Early Bird (stud fee must be paid in full by 11/30/11)
 - 40% October Early Bird (stud fee must be paid in full by 10/31/11)
 - 10% Multiple Mare (stud fee paid for 3 or more mares)
 - 10% Return Client
 - 10% Premium/ Performance Mare (must show proof of successful results at upper level sport)
- The first collection / frozen dose lab fee is included in the stud fee. An additional lab fee of \$150.00 will be charged for each subsequent collection / frozen dose. Breeding contracts purchased from stallion auctions do not include the first collection / frozen dose lab fee. Each collection / frozen dose lab fee is \$150.00. These fees will be debited to the Mare Owner's credit card as the fees are accrued. All fees will be made payable to **Silver Creek Farms**.
- For fresh semen shipments, a credit card number will be requested to secure the safety of the Equitainer prior to initial shipment. In the case of loss or damage to the shipping container, the credit card number will be debited in the amount of \$300.00 for the replacement of the Equitainer. If the container is not returned **within 10 days** of receiving shipment, a \$25 per day charge is accrued for every day the container is not returned. However, if there is no loss or damage to the container at the fulfillment of the contract and the container was returned within 10 days of receipt, no

charges will be made to the given credit card number. If a credit card number is not supplied, the Mare Owner is responsible for a container deposit. For fresh cooled semen, the Mare Owner may also choose the use of a disposable container. The fee for the disposable container is \$35.00 and it does not need to be returned. All shipments of fresh cooled semen to Canada will be sent in a disposable container. Please select preferred container.

- Equitainer
- Disposable shipping container (not recommended during excessive heat)

- Frozen semen is distributed by Equine-Reproduction.com. Please see their frozen semen order form for additional information.
- **CANADIAN BREEDERS** - Frozen semen is stored in Canada for distribution and there are no additional fees. There is an additional \$235 fee for all fresh semen shipments to Canada to meet current export regulations.
- All semen transportation and Dry Shipper re-charging and rental costs will be the responsibility of the Mare Owner. The **shipping fees** will either be charged to the Mare Owner's credit card or billed to the Mare Owner's Fed-Ex account number.
- **For frozen semen only**, the Mare Owner must arrange for a liquid nitrogen storage tank and transfer the frozen semen from the Dry Shipper to the liquid nitrogen storage tank immediately upon arrival. The Mare Owner should inspect the Dry Shipper and ensure that the zip tie is intact on the latch and that the inside of the Dry Shipper is frosted when opened to transfer the semen. If the Dry Shipper is not sealed and cold upon arrival, a claim with Fed-Ex should be filed immediately. Thawing instructions will be included with the shipment. The frozen semen can be damaged if the straws are out of the tank for more than 8 seconds. Silver Creek Farms is not responsible for frozen semen that has been mishandled. There is a \$175.00 **Dry Shipper rental and re-charging fee** for each frozen semen shipment and is made payable to Equine-Reproduction.com.
- The breeding contract is for **one** pregnancy. If remaining fresh or frozen semen is used to obtain multiple pregnancies, the Mare Owner is responsible for contracted Stud Fees for each resulting pregnancy.
- Upon written request to Silver Creek Farms, the breeding agreement may be extended beyond the contracted two years at the rate of \$250.00 per year.
- A **Breeding Passport / Certificate** will be sent in the spring following the receipt of the pregnancy confirmation postcard.

Conditions

- The Mare Owner agrees to observe protocol for shipment of fresh cooled or frozen semen as determined by Silver Creek Farms.
- Silver Creek Farms is not responsible for frozen semen that has been mishandled.
- Silver Creek Farms assumes responsibility only to deliver fresh cooled semen from the herein named stallion in viable condition at the time of delivery to the Mare Owner. Fresh cooled semen must be handled and administered by a licensed veterinarian or technician who is experienced in the practice of artificial insemination on the same day that the delivery is made to the Mare Owner.
- Should Silver Creek Farms fail to deliver live cooled viable semen from the stallion herein named on the correct date, or if a licensed veterinarian determines upon examining the semen, using proper procedures, that the semen is not viable for breeding purposes, the Mare Owner will be entitled to one additional shipment of semen free of charge.
- The Mare Owner must ensure the healthful condition and breeding soundness of the mare prior to insemination. The Mare Owner must have the mare checked for twin pregnancy by a licensed veterinarian between 16 and 21 days and again for viable pregnancy at approximately 30 to 45 days and 46 to 60 days following the last insemination, and must inform Silver Creek Farms of the mare's pregnancy status using the Breeding Passport.
- If the mare dies or if after examination by a licensed veterinarian is found unfit to breed, another mare may be substituted with the written consent of Silver Creek Farms, with the same terms and conditions applying. If the mare is examined by a licensed veterinarian and found to be barren 60 days from the date of last service, return privileges are granted. Written notice of loss of any pregnancy after the 60 day check is required within 10 days of examination in the form of a Veterinarian's Certificate in order to receive return privileges.
- In the event that the mare is sold after breeding, no return privileges shall be made to the purchasing party unless such refund or return privilege is guaranteed in writing by Silver Creek Farms prior to the mare's sale.
- This contract carries a live foal guarantee. If the mare herein named, or the mare substituted, fails to produce a foal that cannot stand and nurse, the Mare Owner will be entitled to a return breeding in the following season, provided Silver Creek Farms is presented with a Veterinarian's Certificate outlining the details of the failed pregnancy or the foal's death within 10 days of its occurrence.
- Should the Mare Owner use return privileges, these same terms and conditions apply.

Death, Sale or Unfitness of Stallion

In the event that the Stallion dies, is sold, or in any way becomes unfit for service prior to servicing the mare, the breeding fee paid will be returned in full.

Ordering Semen

Frozen semen is available all year, but should be ordered at least 2 weeks before your mare is to be bred to ensure that a Dry Shipper is available and can be re-charged. The *Request for Frozen Semen Form* must be completed and returned to Equine-Reproduction.com.

Fresh cooled semen can be collected and shipped Monday through Friday during **breeding season 3/1/10 to 7/31/10**. The stallions may be unavailable for collection during the breeding season depending on their show schedule. The show schedule will be posted on the website after January 1st. **The stallion manager must be notified at 918-830-4262 when the mare is in season and all semen requests must be made before 10:00 am CST on the day that semen needs to be shipped.** Same day shipments are sent via AirNet (approximately \$250) and overnight shipments are sent via Fed-Ex (approximately \$100). Shipping fees will vary based on delivery locations. Fed-Ex does not deliver on Sundays and will deliver to most locations on Saturday for an additional fee. AirNet may not be able to service all areas same day.

Read this contract carefully. Sign and return a copy with the stud fee to Silver Creek Farms. Upon completion of signing, this contract becomes a full binding agreement between both parties, subject to all stipulated terms and conditions and sets forth the entire agreement of the parties. This contract shall not be assigned or transferred by the Mare Owner. This contract shall be interpreted in accordance with the laws of the State of Oklahoma.

Signature of Mare Owner

Date

Signature for Silver Creek Farms

Date