

2020 STALLION SERVICE CONTRACT

BEST BREW AT THE BAR

THIS AGREEMENT IS MADE BETWEEN _____ ("THE MARE OWNER")

Address _____

City _____ State _____ Zip Code _____

Contact Phone _____ E-Mail _____

and the University of Florida acting ("the Agent") for Sarah P Nimigan ("the Stallion Owner").

The Mare Owner agrees to breed the mare named _____

and that she/he is the registered owner or lessee of the mare.

Copy of Mare's Registration Paper(s) must accompany this contract.

- Primary Association: Mare Registration #: _____ Breed _____
- Secondary Association: Mare Registration #: _____ Breed _____

(It is responsibility of the mare owner to provide accurate mare information. Missing or wrong information may delay reporting and result in additional fees to be paid prior to release of Breeder's Certificate.)

This agreement is subject to the following:

1. This agreement is for one service to the stallion **BEST BREW AT THE BAR** for the **2020 breeding season** at a cost **\$1,500** plus any additional fees stated below. Breeding right is permitted **ONLY** to the mare stated in this contract without exception.
2. **Fees:**
 - a. **\$350 collection fee per collection (Domestic).**
 - b. **\$350 Refundable Equitainer deposit (if applicable)**
 - c. **\$425 same-day service collection fee per collection.**
3. **Payment:**
 - a. Booking fee, collection fees, and deposits are to be paid to the University of Florida. Credit Cards are subject to a 2.5% processing charge.
 - b. All collection fees will be processed prior to collection and will not ship without payment in full.
4. **Semen is available for shipment on Monday, Wednesday, and Friday.** Shipments not canceled by the stated deadlines will be billed at the full collection fee. The breeding season for transported cooled semen begins **February 10, 2020** and ends **May 30, 2020**.
5. The Mare Owner must give 24-hour notice to the University of Florida - Horse Teaching Unit prior to shipment following the provided ordering instructions.
6. All shipment requests must be cancelled by 9:00 AM (EST) the day of shipment.
7. Shipping containers must be returned to the University of Florida Horse Teaching Unit in clean condition and within 10 days or Mare Owner will be billed for the cost of the container.
8. NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERRED BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE WARMED/THAWED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY, OR CHARACTERISTICS WILL BE GIVEN.

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9. Mare owner agrees that risk of loss transfers to the Mare Owner upon transfer to the transportation company.
10. The breeding must be done at a QUALIFIED BREEDING FACILITY or under supervision of an APPROVED VETERINARIAN/BREEDING CENTER. If Mare is not in foal after three semen shipments pursuant to this Agreement, Mare Owner agrees to have Mare's reproductive status evaluated by a licensed veterinarian and reported to the University of Florida Horse Teaching Unit. If Mare is unsuitable for breeding, it will be in the Stallion Owner's sole discretion whether to accept any substitute mare.
11. Mare Owner shall not sell, gift, donate, or assign this breeding contract. Substitution of mares is forbidden without the express written consent of Stallion Owner. Attempts to assign or substitute without prior written consent of Stallion Owner will terminate this agreement and release Stallion Owner from its obligations.
12. This contract is for one foal only and should more than one embryo result from a breeding "Mare Owner" must pay an additional Booking and Stallion Service fee for each additional embryo. No breeding certificate for any foal shall issue without such additional payment.
13. Both parties agree to diligently try to settle Mare. If Mare does not settle, Mare Owner will hold Stallion Owner and the University of Florida harmless from loss or damage. Neither Stallion Owner nor the contracted breeding farm is liable for any injury, sickness, disease, genetic defect or death of Mare or her offspring arising from the exercise of the breeding privileges granted herein. Neither is Mare Owner liable for any injury, sickness, disease, or death of stallion arising from the exercise of the breeding privileges granted herein. Requisite insurance is the responsibility of the respective parties.
14. Stallion Owner/Agent will issue a breeding certificate upon:
 - a. Notification of birth of a live foal.
 - b. All charges have been paid in full.
15. Live Foal Guarantee: "Live Foal" is defined as a foal born alive that stands and nurses. It is understood that if the Mare proves barren, aborts her foal, or foal is stillborn or otherwise does not meet the definition of "live foal", a re-breed will be provided for the following year ONLY, upon the payment of a re-breed fee of \$250.00 (plus shipping and collection).
16. The Mare Owner agrees to comply with all appropriate breed registry requirements concerning the use of cooled/frozen semen.
17. This Contract represents the entire agreement between the parties. No other agreement or promises, verbal or implied, are liable unless specifically stated in this written contract. Each party should individually initial additional conditions. When Mare Owner and Breeder sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.
18. This Contract is entered in the State of Florida and will be interpreted and enforced under the laws of that state. If any clause in this Contract is against State Law, then that clause shall be null and void.

Signature Mare Owner _____ **Date** _____

Signature UF Agent _____ **Date** _____

Equine Sciences Program
Institute of Food and Agriculture Sciences
Department of Animal Sciences

Horse Teaching Unit
1934 SW 63rd Ave.
Gainesville, FL 32611
352-376-0562
352-275-5154 Fax
htu@animal.ufl.edu

SEMEN ORDERING INSTRUCTIONS

To best service you, please keep the following in mind.

1. A valid contract must be on file.
2. Collection Days are Monday, Wednesday, & Friday. Cancellations must be received by 9:00 am EST of collection day.
3. Text shipment requests to 352-538-3560 and 352-275-5150 to be placed on the list. The text should include mare name, delivery details such as veterinary clinic, contact person, phone, address or airport.
4. Please provide us at least 24 hours notice prior to shipment. We do understand that things may change unexpectedly and are willing to work around certain situations depending on bookings.
5. Shipment requests are prioritized based on time received in the event of a full book for the day.
6. Payment must be made at time of or prior to service. The University of Florida prohibits us from storing credit card information. Do Not send credit card info by email or text message. We will contact you directly for payment information. Checks should be made payable to the University of Florida and mailed to the address listed above.
7. Collection Fees and Freight (**Check Preferred Method**)
 - FedEx Priority Overnight - \$350
 - Same Day Airport Service - \$425
 - Farm Pick Up Your Container - \$175
 - Haul in Service - \$200

SHIP TO:

BUSINESS: _____

NAME: _____ EMAIL: _____

PHYSICAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

WORK #: _____ HOME #: _____ CELL #: _____

PREFERED MAJOR AIRPORT: _____

I have read and provided accurate information regarding the above information.

Signature _____

Date _____

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Payment Authorization Form

I authorize the University of Florida to (Check all that apply):

- Charge stallion breeding fee only to the Credit Card below.
- Charge all shipping, mare management, and shipping fees to the Credit Card below.
- I will pay by check.

Client Signature

Date

Office Use Only. Do not provide credit card information at this time. Our policies and procedures do not allow the storing of credit card information. Do not mail, fax, or email this form if it contains credit card information. The farm manager will contact you once payment is required.

Name on Card: _____

Same as Billing Address

Billing Address: _____

City, State, Zip: _____

Phone #: _____

CARD INFORMATION:

EXP: ____/____ CVV: _____

This form to be destroyed upon successful payment processing.