



## RAISE THE BAR PERFORMANCE HORSES, LLC

14280 South 38th street Vicksburg, MI 49097

269-823-8816 Becky's Cell

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### CALIFORNIA CASH 37 2022 Stallion Service Contract

This agreement is made by and between Raise The Bar Perf. Horses, LLC – stallion owner/stallion manager and:

MARE OWNER: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_

Telephone # \_\_\_\_\_

MARE INFORMATION – ATTACH A COPY OF MARE'S REGISTRATION PAPERS

Mare Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Registry of Mare (circle one): AQHA APHA Jockey Club

1. This certifies that a breeding contract exists for the 2022 season, between the above-mentioned Mare and the Stallion, California Cash 37, for a fee of \$ 1,500, which will include a live foal guarantee. A "live foal" is one that is able to stand and nurse (or be hand fed), for a period of 72 hours, provided the death is not due to accident unrelated to foaling. If the breeding was offered at no charge or is donated/purchased to/from an auction, a Chute Fee of \$500 will be applied to guarantee the breeding. All fees, charges, and deposits due to the stallion owner must be paid before the mare is covered on the farm or delivery of the semen. **This contract shall become void if not completed and returned within 30 days.**

STUD FEE \$ 1,500 PAYABLE TO: RAISE THE BAR PERF. HORSES, LLC.

CHUTE FEE \$ 500 (For Auction Breedings and Donated Breedings & includes first collection/shipment)

PAYMENT IN FULL, A COPY OF MARES REGISTRATION PAPERS AND A SIGNED CONTRACT ARE DUE **BEFORE** SEMEN SHIPS.

2. Other fees payable to Raise The Bar Perf. Horses, LLC (RTBPH) are as follows:

- \$350 Collection/Insemination Fee for On-Farm Mares (other fees will apply; including, but not limited to – mare care, medications, etc).
- Mare Care is \$15/day dry or \$20/day wet.
- \$200 per Cooled Semen Pick Up (mare owner or representative will travel to RTBPH to pick up the collection for insemination elsewhere)
- \$325 per Cooled Semen Shipment – Overnight (includes collection and FedEx First Priority).

**MARE OWNER IS RESPONSIBLE FOR RETURNING SEMEN SHPPING CONTAINER TO RTBPH WITHIN 7 DAYS OF RECEIPT. \*IF NOT RETURNED WITHIN 7 DAYS, MARE OWNER WILL BE CHARGED \$45\***

3. RTBPH will make every attempt to satisfy all breeding commitments for each breeding session. Therefore, it is important that proper notice be given to RTBPH when a shipment is required. **The Mare Owner or their veterinarian must call BEFORE 10AM EST on the day semen is needed.** Priority is given to mares at RTBPH and all other transported semen breedings with the most advanced notice. **Collection days are Monday, Wednesday, Friday.**

If Semen is being shipped to Mare Owner, Please fill in this section;

Name or Vet Clinic: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Credit Card information (REQUIRED) to be on file for shipped semen charges (4% charge);

Name on Card: \_\_\_\_\_

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

Exp. Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Billing Address

(If different from Mare Owner): \_\_\_\_\_

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\*We will not charge card if Mare Owner has made payment in another form beforehand\*

4. RTBPH will exercise judgment consistent with recognized standards in care and supervision of the Mare and/or foal. RTBPH will examine the Mare for normal breeding conditions and administer drugs to regulate estrus or heat to induce ovulation and do all the things reasonable to aid in the Mare being able to conceive a foal. The Mare Owner acknowledges that the possibility of infection or disease exists at any breeding facility and may be increased due to the varied clientele that RTBPH services. Other than as provided in this agreement, RTBPH shall not be liable in any way for any failure to settle, injury, sickness, disease, or death of the mare, or mare's foal arising from the stallion service pursuant to this agreement. Any insurance desired on the mare, mare's foal, or foal in-utero is the sole responsibility of the Mare Owner. Neither the Stallion Owner or RTBPH assumes liability for injury or death to the Mare nor any person associated with Mare Owner.

5. Said Mare shall be in sound breeding condition, free from infectious and/or contagious diseases, and current on all vaccinations and deworming, prior to breeding. **A current clean Culture result, a current negative Coggins test and health and immunization records shall accompany the mare if coming to the farm for breeding. RTBPH reserves the right to refuse the Mare if she is not in satisfactory condition.**

6. RTBPH assumes all responsibility only to make available live semen in viable condition at the time of delivery to the Mare Owner's farm or the designated veterinarian. RTBPH cannot control the shipping service once the package has left the farm. They assume no responsibility for what may occur when UPS/FedEx or an airline handles the package; delays, damage, etc.

**7. The designated veterinarian must examine the Mare for pregnancy, via ultrasound, between 14 and 18 days post ovulation. Pregnancy status shall be reported at that time to RTBPH.** If the mare is not pregnant, arrangements shall be made for additional shipments of semen and payment of an additional shipment fee.

8. Should the Mare fail to conceive after 3 heat cycles via artificial insemination with shipped semen from this Stallion, no subsequent shipment shall be sent within the current breeding season for that Mare. The Mare Owner shall either haul the Mare to the Stallion site for evaluation and artificial insemination on-farm, or they shall substitute an approved mare during the current season or the following season. All charges from a season (as stated in Sections 1 and 2) shall be paid in full before the closing of this contract for that year – failure to do so will result in ineligibility of the Mare for rebreed services the following season. If the Mare Owner has paid all necessary fees, and chooses to use the breeding the following year, the collection/shipment fees, as well as any on-farm breeding charges, are still in effect. This contract shall be honored for 1 breeding season following the original purchase of the Stallion Service Fee, provided all specifications are met. If the original Mare has been evaluated and/or a substitution of an approved Mare has taken place and shipped semen has been utilized for 2 heat cycles throughout 2 consecutive breeding seasons without resulting in pregnancy, this contract shall become void.

9. If the Stallion is unable to service the Mare at any time, for any reason including death, illness, accident, or change of ownership, this contract will become void. If all fees have been paid, the Mare Owner may breed to an approved Raise The Bar Performance Horses, LLC owned stallion, for up to one year. If the breeding is transferred to an alternate stallion, the Mare Owner understands that this will/may change the eligibilities of the foal. **No refunds of the stud fee will be made.**

10. **This contract is not transferable** and the Mare Owner may not assign any rights or delegated any duties without the written consent of the Stallion Owner.

11. **Pregnancy status must be reported to Raise The Bar Performance Horses, LLC, by September 1 of the breeding year, or the mare WILL NOT be listed on the Stallion Breeding Report.** If an amendment to the Stallion Report must be filed after the deadline for that breeding year, the Mare Owner is responsible for the late filing fee as well as an addition of a Mare to the report fee (\$50).

12. Any unpaid fees, including but not limited to – the stud fee, on-farm breeding charges, or shipping fees – will be charged interest at the rate of 1.5% per month, or the highest legal rate, on all balances unpaid for thirty (30) days. Breeders certificates will not be released until all related payments have been received.

13. In the event a dispute between the parties hereto, arising out of this contract, is submitted to a court of competent jurisdiction, to arbitration, to mediation, or to any combination thereof for resolution, the prevailing party shall be entitled to all cost of such proceedings, including attorney

fees. This contract shall be construed to the laws of Kalamazoo County, in the State of Michigan, to the exclusion of the laws of any other jurisdiction.

Read and agreed to this on \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

MARE OWNER: \_\_\_\_\_

STALLION OWNER: \_\_\_\_\_

You will be considered “Booked” when we receive the signed contract back, copy of mares registration papers, and the booking fee of \$500. Remainder of fee due before any semen is shipped. **Booking fee is subtracted from the Stud Fee. We will return a copy back to you signed by us after receiving it back from you.**

**Fees can be paid via PayPal “Friends & Family” to [becky@raisethebarperformancehorses.com](mailto:becky@raisethebarperformancehorses.com) (Do not send questions to this email it is not working for anything other than PayPal)**

**Breeding Season Starts February 7<sup>th</sup> 2022 and Closes on June 29<sup>th</sup> 2022.**

Raise The Bar Performance Horses, LLC

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