



SHIPPED SEMEN BREEDING CONTRACT Lake Nowhere Judah

Our breeding season is April 1st-August 31st unless special arrangements have been made

This JACK BREEDING CONTRACT for the breeding season of 2023, is made and entered into on _____ by and between Katherine Browne, West Elk Equine herein after designated breeder, and _____ hereinafter designated mare owner. Mare/jennet owner agrees to breed the Mare/jennet Name: _____, Reg.No. _____

_____ (multiple mare clients please list mares on last page of contract), to the Mammoth Jack, Lake Nowhere Judah, for the fee of \$850.00 for one mare. Please contact us directly for information on breeding jennets and multiple mare/ jennet discounts. Discounts will be contingent on whether multiple semen shipments are required. Breeder reserves the right to deny breeding to any jennet(s) within the state of Colorado or surrounding states to prevent future direct competition. Breeder reserves the right to deny breeding of any mare or jennet based on size, age, disposition, conformation, breeding soundness, soundness, medical concerns, or general quality.

We strongly encourage any all mare owners to test for Neonatal Isoerythrolysis (NI) in any mare being bred for a mule foal the first time. This is a simple blood test taken within 2 weeks of foaling. If the mare tests positive the foal can be saved by feeding it replacement colostrum, keeping it in a muzzle, and milking the mare until her colostrum is gone. After that the foal can nurse normally. This condition is only fatal when proper preventive measures are taken and it is more common in mule foals than horse. We will not honor rebreeding for NI foals as fatality is preventable with proper management.

The full breeding fee is payable upon execution of this contract. Fee must be received before semen is shipped. Additional shipping fees paid as incurred if shipping exceeds \$200.00. Fees are payable by check, Paypal (friends and family or 4% fee added), Venmo, cash, and credit card (4% credit card fee added). Checks must be cleared before semen is shipped. Breeding fee includes the first shipment. We do not accept cashier's checks for breeding.

Breeding Arrangements:

1. The Breeding Jack is collected as necessary. It is the mare/jennet owner's and his/her veterinarian's responsibility to confirm our breeding/shipping days.
2. To guarantee shipping, mare/jennet owner, or agent, must give at least a 48-hour notice of possible semen shipment required to West Elk Equine and confirm shipment is required 24 hours prior to actual shipment. Occasionally same day shipments can be made if breeder is contacted the morning the shipment is required but same day shipments are not guaranteed.
3. Every effort will be made to accommodate your mare/jennet's breeding time-frame; however, it is the mare/jennet owner's responsibility to keep in touch with West Elk Equine so that your veterinarian and ours can get your mare/jennet in foal on a timely basis. Failure to adhere to these arrangements may result in missed heats and delayed shipments, at the mare/jennet owner's expense. A veterinarian knowledgeable in successful insemination techniques must oversee off site inseminations, in order to maximize the potential of a timely pregnancy.
4. Semen that is picked up from West Elk Equine by mare/jennet owner or agent will have a packaging cost of \$50.
5. If a mare/jennet dies or is deemed unfit to breed during the breeding season, a substitute mare/jennet, approved by the jack owner, may be bred without any additional breeding fee. Mare/jennet must be owned or leased by the same mare/jennet owner as this contract.
6. The mare/jennet owner agrees to have the mare checked by ultrasound no later than 18 days after insemination. If ultrasound is unavailable, mare/jennet owner agrees to have the mare/jennet checked for pregnancy by licensed veterinarian within 30 days of insemination. Mare/jennet owner agrees to provide West Elk Equine with the results of the pregnancy exam no later than 30 days after insemination. Breeder agrees to diligently try to settle mare/jennet; however, if mare/jennet fails to settle, for any reason, mare/jennet owner will hold breeder blameless. Mare/jennet owner agrees to give breeder ample opportunity to settle mare, including a minimum of 3 breeding cycles.
7. This Contract contains a 'Live Foal Guarantee'. A live foal is described as a newborn foal that stands and nurses without assistance. If foal is born dead there are return privileges for the 2023 season only if Breeder is notified within 7 days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal", the mare/jennet should miscarry, abort or prove barren after leaving the breeder's premises, mare/jennet owner has the privilege to return her for rebreeding during the current breeding season, or the following year, 2024.
8. Jack owner reserves the right require uterine cultures, cytology, or a breeding soundness exam at any point to resume shipping. If mare is deemed unsound for breeding or requires treatment prior to further shipments, jack owner reserves the right to discontinue efforts until treatment or a suitable replacement mare is agreed upon by both parties.

9. If the mare owner fails to rebreed the mare the following year, then all fees become forfeited, the right to rebreed is cancelled and the jack owner is released from all further obligation of this contract, unless otherwise agreed in writing and signed by both parties. Furthermore, if the mare/ jennet fails to settle or produce a live foal after two consecutive seasons, then any and all fees become forfeited, the right to rebreed is cancelled and the jack owner is released from all further obligation of this contract, unless otherwise agreed in writing and signed by both parties.

10. A 'Breeder's Certificate' will be issued for the foal conceived by this mating when jack fee, veterinarian expenses and all other expenses have been paid in full and, when mare has produced a live foal that stands and nurses by this mating. Both parties agree that West Elk Equine, the breeder, their agents or employees are not liable for death, sickness and/or accident including consequential damages caused to the mare/jennet and/or foal unless such death, sickness and/or accident was by the willful and wanton gross negligence of the breeder; and the mare/jennet owner is not liable for death, sickness and/or accident including consequential damages caused to the stallion. It is further agreed that should the jack die, be sold by the owner, or become unfit for service, prior to settling the mare/jennet, that the breeding fee less shipping will be refunded, if it has been paid in full, thereby canceling this entire contract; or, if mare dies or becomes unfit to breed, the breeder has the option to accept another mare/jennet as a replacement. This contract is non-assignable and non-transferable.

11. The mare/jennet owner is responsible for all personal property taxes and full insurance on mare and foal (if desired).

Company _____ Policy Number _____
Telephone # _____

This contract is entered in the State of Colorado and will be interpreted and enforced under the laws of that state. If any clause in this contract is against state laws, then that clause shall be null and void.

Should either party breach this contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach. This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written Contract. Additional conditions should be individually initialed by each party. If none, check box. [].

Shipment Information and Additional Charges for Cooled Transported Semen

It is the mare owner's responsibility to order a shipment at least 24 hrs in advance.

1. Semen will be sent via UPS or Fed-EX (next day arrival) at \$150-\$350 within the lower 48 states per shipment depending on our shipping rates and the address we are shipping to. Saturday and early Am deliveries are the most expensive. First shipment is included with

breeding fee up to a \$200 label cost. The difference in cost for any labels exceeding \$200 will be paid by the mare/jennet owner for the first shipment.

2. If UPS or Fed-Ex delivery is not available within a 24-hour period, additional notice will be required. Mare/jennet owner should check with Fed Ex for weekend, holiday delivery or customer pickup.

3. **West Elk Equine shall not be responsible for the COSTS arising from shipments lost, damaged, or delayed in transit, or condition of cooled shipped semen upon delivery. We have no control of the shipment after it leaves our custody.** We can only offer refunds for shipments that we are refunded for by FedEx and UPS. We USUALLY do not receive refunds for late shipments.

4. Semen shipped in an Equitainer ensures you receive the best possible quality.

The Equitainer MUST be returned at your earliest convenience not to exceed 7 days. If Equitainer is not received within 2 weeks after original delivery date Owner's card will be charged \$300 to replace the Equitainer.

Semen Shipment Contact person/ business (if different from Owner): _____

Contact person phone# _____

Contact person email: _____

Semen Shipping Address: _____

Shipping fees must be paid before shipment. Please include your credit card information and we will bill you at time of shipping if shipping has not been prepaid for subsequent shipments. We also require payment on file to replace unreturned Equitainers.

Credit Card Information, required for Equitainer shipments

Cardholder Name _____

Card Number _____ Exp. _____

Date _____ CVC _____

Billing Address _____ City _____

State _____ Zip _____

When Mare/jennet owner and breeder sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Katherine Browne
West Elk Equine
800 Sierra Vista Way
970-275-9870

Breeder's (or authorized agent's) Signature _____

Date _____

Owner Name _____

Owner Address: _____

City _____ State _____ Zip Code _____

Phone Numbers _____

Owner (or authorized agent's) Signature _____

Date _____

Mare 1

Copies of registration papers if mare/jennet is registered and photos are appreciated. If the mare/jennet is not registered paperwork is not necessary.

Description of Mare/Jennet (List additional Mare/Jennets on the back):

Name: _____

Year Foaled/ Age _____

Color: _____

Breeding History (maiden mare, how many previous foal, unknown) _____

Breed/Registration # _____

Mare 2

Copies of registration papers if mare/jennet is registered and photos are appreciated.

Description of Mare/Jennet (List additional Mare/Jennets on the back):

Name: _____

Year Foaled/ Age _____

Color: _____

Breeding History (maiden mare, how many previous foal, unknown) _____

Breed/Registration # _____

Mare 3

Copies of registration papers if mare/jennet is registered and photos are appreciated.

Description of Mare/Jennet (List additional Mare/Jennets on the back):

Name: _____

Year Foaled/ Age _____

Color: _____

Breeding History (maiden mare, how many previous foal, unknown) _____

Breed/Registration # _____

Mare 4

Copies of registration papers if mare/jennet is registered and photos are appreciated.

Description of Mare/Jennet (List additional Mare/Jennets on the back):

Name: _____

Year Foaled/ Age _____

Color: _____

Breeding History (maiden mare, how many previous foal, unknown) _____

Breed/Registration # _____

Return signed contract and appropriate fees to:

West Elk Equine
800 Sierra Vista Way
Gunnison CO 81230