

Gypsy MVP Breeding Contract

STALLION OWNER: Doug and Elaine Kneis, Magnolia Ranch, 1834 FM 1463, Katy, TX, 77494

STALLION NAME: _____

MARE OWNER (or name of lessee):

Address:

Telephone: _____ email: _____

Mare: _____ Breed: _____

Mares Date of Birth: _____ Reg. #: _____

Color: _____ Markings: _____

1. Breeding Fees: The stud fee is \$1,500.00 (US), and includes a \$150 non-refundable booking fee due upon acceptance of this contract. The contract, booking fee and a copy of the mare's registration certificate (if applicable) is required by the Stallion Owner. The balance is due prior to shipment of semen. If further collections are necessary, an additional fee of \$125.00 per collection will apply. Such collection fees must be paid in advance of shipments.

2. Deposits: A container and shipping deposit of \$300 is due prior to semen shipment. Out-of-pocket shipping fees will be deducted from deposit and the balance returned once the mare is confirmed in foal if no further shipments are necessary and the container plus all parts is returned undamaged, the remaining deposit funds (less shipping costs) will be returned.

3. Acceptance of Mare for Breeding: Gypsy MVP and its agents reserve the right to accept or deny stallion services to the mare anytime prior semen shipping. If services are denied, all fees and deposits will be returned to the Mare Owner.

4. Mare's Pre-breeding Examination: The mare owner will provide Gypsy MVP with a current negative uterine culture and cytology certificate before any semen shipments are made. Should a mare fail to conceive over 2 cycles, MR may require additional mare reproductive soundness tests before additional semen is shipped.

5. Shipping: MVP usually ships overnight via Fedex, UPS or equivalent. Shipping costs will be paid by the Mare Owner out of the shipping container deposit. The contract includes one (1) semen collection and shipping fee. Should additional collection be necessary, MR will retain additional out-of-pocket shipping fees deducted from the container deposit.

6. Semen Delivery: MVP, their veterinarian, employees or agents are not responsible for any delays or failures of semen delivery outside of their immediate control. The Mare Owner accepts and assumes the risks of delayed and/or lost shipments and should consider shipping insurance purchased through the shipping company. Gypsy MVP will make reasonable attempts to track delayed and/or lost shipments.

7. Insemination: The Mare Owner will ensure that insemination is performed by a veterinarian or technician experienced with the procedure. The Mare Owner agrees that the semen will only be used exclusively on the mare named and represented in the contract.

8. Shipping Container Return: The mare owner will return the empty shipping container to MVP within 3 days of receipt of the semen. If the container is not received within 5 days, an additional \$10.00 per day will be assessed. If the container is not returned within 30 days, is lost or damaged, replacement cost will be the responsibility of the Mare Owner. If replacement cost exceeds the deposit balance, the difference will be the responsibility of the Mare Owner.

9. Mare Post Insemination Exam: The mare owner is required have the mare pregnancy tested by a veterinarian approximately 18 days after insemination. A 60 day pregnancy check is recommended, but not required.

10. Care of Mare: Mare Owner will ensure that the mare is properly cared for and will receive all necessary de-worming, vaccinations (including Pneumobort K vaccination at 5, 7 and 9 months of gestation) and associated veterinary care during pregnancy. Failure to comply will void the Live Foal Guarantee.

11. Service Certificate: Gypsy MVP will provide a service certificate and paperwork required to register the foal.

12. Foal Guarantee: Should the mare fail to conceive, die or not produce a *Live Foal within the breeding season, the Mare Owner may rebreed the contract mare or breed another suitable mare during the next breeding season. The original stud fee will be applied to the rebreed and the Mare Owner will be assessed additional collection and shipping fees as outlined in this document (Item 5).

* A Live Foal is defined as a foal which stands and nurses for 48 hours after birth. A veterinarian's statement confirming loss of the foal is required to fulfill the Foal Guarantee.

13. Change in Fitness of Stallion: In the event the above-named stallion dies or becomes unfit for service before the collection is made, this contract shall become null and void and the booking fee, stud fee and container/shipping deposits will be returned. In the event the above named stallion dies or becomes unfit for service after collection(s) has/have been made and the mare is confirmed not in foal, this contract shall become null and void and the stud fee and container/shipping deposit (less any shipping and expenses) will be returned to the Mare Owner .

14. Right of Refusal: Gypsy MVP reserves the right to refuse service to any mare or cancel this agreement. In such case, the stud fee (less out-of-pocket expenses) shall be refunded to Mare Owner.

15. This contract is not assignable and nontransferable.

16. Agreement of Parties: This agreement represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included, unless specifically stated. This contract is made and entered into in the state of Texas and is governed by the laws of this state.

17. This contract has been executed in duplicate. When signed by both parties, this contract will be binding and subject to the above terms and conditions.

Mare Owner:

_____ Date: _____
(initial first page)

Stallion Owner: _____

Date: _____

Fee Schedule: Due with signed contract - \$150.00 booking fee (non refundable)
Due prior to first shipment - \$1,350.00 balance of stud fee plus \$300.00 container deposit
Due prior to additional shipments - \$125.00 collection fee

Sign both Copies and return to Gypsy MVP. Gypsy MVP will return a fully executed copy to you for your records.