

# Canfield Mountain Farm, Inc. (CMF, Inc.)

11505 E Prairie Ave. • Post Falls • Idaho 83854 • (208) 773-9793 • Fax (208) 777-7284

Please complete and sign this contract. One separate contract for each mare. Return to Canfield Mountain Farm Inc. with a \$ \_\_\_\_\_ Booking Deposit and a copy of the mare's registration paper.

## Breeding Contract for the \_\_\_\_\_ Breeding Season for Transported Cooled Semen

This agreement is made between the Mare owner: \_\_\_\_\_

Address \_\_\_\_\_

Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_ and CMF, Inc.

The Mare Owner agrees that she/he is the registered owner or acting as the agent of the registered owner of the mare named :

\_\_\_\_\_ Reg. # \_\_\_\_\_ Age \_\_\_\_\_  
Color \_\_\_\_\_ Sire \_\_\_\_\_ AQHA APHA TB (please circle) \_\_\_\_\_  
\_\_\_\_\_ Dam \_\_\_\_\_

1. The Mare Owner and CMF, Inc. agree to breed the above named mare to the Stallion **Dont Skip This Chip # 2918129** for a Breeding Fee of \$ \_\_\_\_\_ during the \_\_\_\_\_ breeding season. A non-refundable booking deposit of \$ \_\_\_\_\_ is payable upon execution of this breeding contract. The remainder of the breeding fee is payable prior to any shipment of semen.
2. In addition, a Collection and Handling Fee of \$ \_\_\_\_\_ is charged for each semen shipment for the attending veterinarian's expenses for the timing arrangements, semen collection, evaluation, processing, packaging and handling. Association futurity breeders will be accepted with an additional \$ \_\_\_\_\_ fee.
3. The Shipping Cost for the semen must be pre-paid by the Mare Owner. Depending on the mare owners shipping needs, the shipment will either be shipped FedEx Over Night or by same day air shipment. A fee of \$ \_\_\_\_\_ will be charged in addition to the shipping fee for airport delivery, if such delivery is required. We strongly urge you to have a credit card and/or a FedEx account as we do not bill.
4. CMF, Inc. will use a Permanent Shipping Container (Equitainer). The Mare Owner shall pay a \$300.00 Equitainer deposit with a separate check. There is a \$50.00 late fee, if the Equitainer is not returned and received by CMF, Inc. within six days of semen shipment. A replacement fee will be charge if the container is not returned in a re-usable condition or is not returned. All cost for the return of the Equitainer to CMF, Inc. shall be pre-paid by the Mare Owner and is not charged with or included in the above listed fees. The Equitainer deposit, or balance of the deposit (if any fee must be deducted as stated above), shall be returned to the Mare owner as soon as the mare is checked in foal by a licensed veterinarian, or the end of the breeding season, whichever comes first.
5. The Mare owner shall contact CMF, Inc. at least three weeks before the approximate insemination time and notify CMF, Inc. of the name, express mail address, and day/evening phone of the veterinarian which the Mare Owner has selected as her/his agent to perform the insemination of the mare. The Mare owner agrees that CMF, Inc. will ship the cooled semen to this licensed veterinarian. No semen will be shipped unless this pre-paid costs are paid in full.
6. CMF, Inc. maintains an every-other-day collection schedule. Be sure to call when your mare first comes into heat, for the collection days of any given week/month. The Mare Owner or veterinarian must give CMF, Inc. a minimum of two days notice prior to the day of collection and shipment. Semen will be shipped PRE-PAID, via Federal Express. We advise the Mare owner4 to have the mare palpated during the first or second day of detected estrus to begin coordination of collection days. You must contact CMF, Inc. by 6:00 PM, PT, the evening prior to collection day to order semen. Cancellation must be made by 7:00 AM, PT, of collection day to avoid a penalty. In the event not enough semen is collected to meet a day's breeding and shipping needs, on-site mares will have first priority. Shipped semen requests will be filled in the order received. Unless the mare is maiden or is being bred on Foal heat, a culture must be performed by a veterinarian and the result sent to Stallion Owner.
7. Should the mare not settle from the first shipment's inseminations, additional semen shipments will be provided by CMF, Inc. The Breeding Fee will not become due again. However, the Collection and Handling Fee and Shipping Costs will be charged for each shipment.
8. Should the mare not settle during the \_\_\_\_\_ breeding season, should the mare abort, or not have a live foal (standing or nursing), the Mare Owners will be entitled to one free re-breeding during the following year for the same mare. Only the Breeding Fee is free, all other fees apply. The guarantee is completed with the mare being checked in foal after re-breeding. The following conditions apply for a re-breeding guarantee:
  - a. CMF, Inc. must be notified of the aborting, or death of the foal within two days by phone or within one week in writing. This notice must be accompanied by a signed statement from a licensed veterinarian stating the loss of pregnancy or death of the foal and that the foal did not stand or suck prior to death.
  - b. The mare must be rechecked in foal by a licensed veterinarian between 16 and 18 days after the last breeding date by ultra sound. The mare must be re-checked by a licensed veterinarian between 45 and 60 days after the last breeding date by palpation or ultra sound and notify CMF, Inc.
  - c. The mare must receive Rhino vaccination at 5, 7 and 9 months of pregnancy.
9. CMF, Inc. is responsible for delivering semen to the Mare Owner's veterinarian that has been checked viable after being extended and before packaging. CMF, Inc. is not responsible for the handling process after it leaves the CMF. If for any reason an additional shipment is required, all normal fees will apply. The Mare Owner bears all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise and by any cause whatsoever, including inappropriate, untimely or negligent inseminations or failure of insemination. The Mare Owner therefore releases, discharges, indemnifies, and holds CMF, Inc. harmless from any liability for any and all damages associated therewith. The Mare Owner agrees to pay all expenses and attorney's fees incurred by CMF, Inc. in defending any claims for which the Mare Owners have agreed to release, discharge, indemnify, and hold CMF, Inc. harmless.
10. The Mare Owner agrees to have only the mare, which is named in this contract, inseminated with the shipped semen, covered by this contract. The Mare Owner will provide CMF, Inc. with a photocopy of the completed and signed AQHA or APHA "Insemination Certificate" within 15 days from the last date of insemination. The Mare Owner agrees to have the mare pregnancy checked by a licensed veterinarian, as per schedule above #8b, and will notify CMF, Inc. when the mare is checked safely in foal. A Transported Semen Breeder's Certificate will be issued by CMF, Inc. to the Mare Owner after all expenses have been paid in full and upon notification of the birth of the foal.
11. Should the above stallion die or become unfit for breeding, if the Mare Owner has paid an advance breeding fee, then the Mare Owner will receive a refund for the paid Breeding Fee, less the non-refundable Booking Deposit and any other bills due.
12. The breeding season shall be from February 10<sup>th</sup> until June 1<sup>st</sup>.
13. By the signing of this contract, Mare Owner agrees to all the above conditions.
14. Additional Conditions: \_\_\_\_\_

Canfield Mountain Farm, Inc.

Mare Owner

Date \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_