

# BODACIOUS JESS, AQHA STALLION

## 2023 CONTRACT

### KS PERFORMANCE HORSES

[contact.ksperformancehorses@gmail.com](mailto:contact.ksperformancehorses@gmail.com)

The key to successfully breeding your mare with transported semen is very careful planning, management and coordination with KS Performance Horses. We highly recommend having your mare at a vet clinic or reproduction facility for her heat cycle. They will be able to coordinate optimum pick-up or shipping times with us and have a greater ability to inseminate your mare at the most ideal stage of their cycle. It is recommended that the mare has an ultrasound post-insemination to ensure she had ovulated at the correct time, if she has not then another collection can be performed for the same cycle if semen can arrive in time for ovulation.

This stallion service contract is for cooled semen during the **2023** breeding season for **BODACIOUS JESS** (AQHA #4845955) and hereafter referred to as the stallion. This contract is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Marjory Rivers, the stallion & facility owner, and \_\_\_\_\_, the mare owner.

|         |                |        |
|---------|----------------|--------|
| Address |                |        |
| City    | Province/State | Postal |
| Phone   | Email          |        |

|   |                        |                       |
|---|------------------------|-----------------------|
| Registered Name of Mare                     |                        |                       |
| AQHA [ ] APHA [ ] ApHC [ ] ApHCC [ ] JC [ ] | Registration Number    | Date of Birth         |
| Colour & Markings                           |                        |                       |
| Sire  | Dam                    |                       |
| Dam's Sire                                  | Embryo Transfer YES NO | Breeding Lease YES NO |

**A photocopy, front and back, of the listed mare's registration papers must accompany this contract.**

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### Fees:

The following fees are in Canadian funds and are associated with this breeding. All fees must be paid in full and received before any collections will be performed. Fees *1 through 4* will be owed to *KS Performance Horses*; payments can be made by cash, eTransfer or credit card.

1. **Booking fee** – A non-refundable booking fee of **\$400** is due at the signing of this contract.
2. **Breeding fee** – A fee of **\$600** is due prior to the first collection. *This would make the total \$1000.*
3. **Collection fees** – A fee of **\$200** will be required prior to collection and is considered separate from stallion fees. Two (2) doses of semen will be provided per collection.
4. **Container fees** – A fee of **\$50** will be owed for the shipping container prior to shipping or pick-up.
5. **Shipping fees** – A FedEx account must be provided, shipments will be sent as International Priority (USA) or Overnight Priority (Canada) with FedEx. Pick-up will be available from the facility on collection day with no additional charges in lieu of shipping.

*Please complete page 5 and return or no collections will be performed.*

### Terms and Conditions:

- A. If the above named stallion dies, or becomes unfit for services:
  - i. The booking and breeding fees will be refunded if the stallion has not been collected from.
  - ii. The breeding fee will be refunded if the mare has been inseminated but failed to have a live foal as defined in *section K* before a rebreed is provided. Other expenses are non-refundable.
- B. If the above named mare dies, or becomes unfit for service prior to settling, another mare may be substituted for the fulfillment of this contract with prior, written consent of *KS Performance Horses*.
- C. This contract cannot be transferred or assigned by the purchaser without approval of the stallion owner;
  - i. An amendment must be made by *KS Performance Horses* and signed by the listed mare owner, new mare owner and stallion owner.
  - ii. This will not affect the breeder's certificate, given that all fees have been paid in full by the mare owner listed on the contract.
- D. The breeding season runs from **March 1st to July 31st**, the stallion will be standing at *KS Performance Horses*. If breeding prior to May, it is recommended that the mare is put under lights beginning no later than December 1st of the year prior.
- E. All collections will be performed at and by *KS Performance Horses*.
  - i. Collection is available Monday, Wednesday and Friday with notification by 5pm EST the day prior to collection being performed.
  - ii. Other days of the week may be possible with adequate notification, but not guaranteed, an additional amount of **\$50** will be owed if collection is confirmed.
  - iii. Cancellations must be made by 9:00AM EST on the day of the scheduled collection otherwise, collection fees will still apply.
  - iv. Collections will only be performed with release by the stallion owner, there must be no outstanding balances and all requirements of this contract must be met.

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- v. Every attempt will be taken to deliver the semen in good condition however, once the shipment leaves *KS Performance Horses*, they will not be held responsible for untimely arrival or condition of the cooled semen.
  - vi. All mares booked for season will be serviced on a first order, first served basis if necessary, therefore there will be no guarantee that semen will be available for any specific day. Priority will be given to mares booked for On-site Insemination with *KS Performance Horses*.
- F.** A breeding soundness exam is required prior to a collection being made, this is to determine the health of the mare.
- i. The extent of this exam is left to your veterinarian's discretion and mare's breeding/foaling history.
  - ii. This information must be provided before collection will be performed, collection requests may be refused if the provided documents advise the mare to be unfit for breeding.
- G.** The mare owner is responsible for all facets of breeding the mare and agrees to comply with all related breed association requirements concerning artificial insemination, and the use and handling of cooled semen.
- H.** Mare must be inseminated by a licensed reproduction specialist or veterinarian and the semen must be used for the designated mare only.
- i. Any attempt to use any portion of any semen shipped to the mare owner to breed any mare other than the designated mare will automatically terminate all obligations of the stallion owner under this agreement, resulting in forfeiture of all acquired fees and the right to a breeder's certificate.
  - ii. Any unused semen must be destroyed.
- I.** After the initial collection of semen is performed, the stallion owner reserves the right to request an ultrasound, blood test, cytology, or biopsy prior to further collections.
- i. In their sole discretion, the stallion owner may refuse to provide semen if it is believed that the insemination is improper, or the mare is not in full health.
- J.** The stallion owner, *KS Performance Horses* and its agents will not be held responsible if the mare fails to settle for any reason.
- K. Live Foal Guarantee as defined below;**
- i. "The mare is proven barren, aborts, births a stillborn or produces a foal that dies within 24 hours of birth."
  - ii. If a live foal as defined in section K.i is not produced, the owner must notify the stallion owner within 7 days and provide an official document signed by their veterinarian verifying that the mare is barren, miscarried, or produced a non-viable foal. *Failure to do this will void the Live Foal Guarantee.*
  - iii. If the initial breeding does not result in live foal as defined in section K.i, one rebreed will be provided within the same breeding season stated in this contract or the following year only, given that section K.ii and section K.v are met. Collection, container and shipping fees apply.
  - iv. If the mare owner fails to rebreed within the allotted time of section K.iii, any and all fees paid shall be forfeited. The right to a rebreed as defined in section K.i – K.iii will be cancelled and *KS Performances* is released from this contract.
  - v. An ultrasound will be required 15 to 20 days after the mare has been inseminated, and the results presented to *KS Performance Horses* within 7 days. *Failure to do so will void the Live Foal Guarantee*

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*as defined in section K.i - K.iv, no obligations to a live foal or return of fees will be held by the stallion owner or KS Performance Horses.*

**L.** Should a live foal not occur after two breeding attempts, the stallion owner shall have earned all fees aside from the breeding fee and will have no further obligations to the mare owner.

**i.** Booking, collection, container and shipping fees are non-refundable in this event.

**ii.** The mare owner can choose to make a 3<sup>rd</sup> attempt, a non-refundable re-breed fee of **\$250** will be owed. Collection, container and shipping fees will apply. After a 3<sup>rd</sup> attempt is made, if no live foal results, the stallion owner shall have earned all fees aside from the breeding fee. No other amounts are refundable. *A 4<sup>th</sup> attempt will not be permitted.*

**iii.** The mare owner can decide to substitute another mare for this contract in the event of a 2<sup>nd</sup> or 3<sup>rd</sup> attempt, this must be made aware to the stallion owner in advance for an amendment to this contract and a copy of the substitute mare's registration papers must be provided. This decision will not reset the attempt number. If the stallion owner is not made aware before collection, the insemination of a mare other than the one listed will be responded to as in *section H*.

**iv.** The 1st breeding attempt must be made during the breeding year of this contract, a 2nd or 3rd attempt will be permitted the breeding year of this contract and/or the year following only.

**M.** The mare owner agrees that the stallion owner does not make any guarantees to the quality of the foal, or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.

**N.** Breeder's certificate will be issued for the foal conceived when all fees have been paid in full, and upon notification that the mare is in foal.

**O.** Should more than one live foal result from a breeding;

**i.** Payment of \$600 (additional breeding fee) will be required. This payment will be due within 30 days of birth in order to obtain a certificate for the additional foal.

**No refunds unless otherwise stated above.**

**This contract is legally binding upon payment of the booking fee, and the completion, signature and submittance of this contract by the Mare Owner to KS Performance Horses. Any modifications or amendments to the terms of this contract must be in writing and signed by all parties.**

*I have read, understand, and agree to all the terms of this contract as outlined above.*

|                        |      |
|------------------------|------|
| Mare Owner's Signature | Date |
|------------------------|------|

# BODACIOUS JESS, AQHA STALLION

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### KS Performance Horses:

Stallion & Facility Owner: Marjory Rivers Stallion Manager: Elizabeth Murray  
 Address: 26 Deloro Dam Road Marmora, Ontario K0K 2M0  
 Phone: 343 261 6434 (text) Email: contact.ksperformancehorses@gmail.com  
 Website: ksperformancehorses.weebly.com

|  |  |   |  |
|--|--|---|--|
| <b>Shipping Details</b>  |  |   |  |
| Pick-up from facility<br>(no charge) YES <input type="checkbox"/> NO <input type="checkbox"/>  | Ship to mare owner's<br>address YES <input type="checkbox"/> NO <input type="checkbox"/> | Ship to local FedEx depot<br>YES <input type="checkbox"/> NO <input type="checkbox"/> | Ship to Veterinarian/Repro.<br>Specialist YES <input type="checkbox"/> NO <input type="checkbox"/> |
| <b>Veterinarian/Reproduction Specialist:</b>   |  |   |  |
| Facility:  |  |   |  |
| Address:   |  |   |  |
| City:  | Province/State:  | Postal:   |  |
| Phone:   | Email:   |   |  |
| <p><i>Please still fill-out if not being shipped to this address, check with the facility to ensure the information you have provided is accurate. If anything changes please notify KS Performance Horses.</i></p> <p>It is important that your veterinarian/reproduction specialist is informed of the following listed sections of this contract and that they have the listed contact information for the collection facility; <i>sections E, F, H, and I.</i></p>   |  |   |  |
| <b>FedEx Account Information</b>   |  |   |  |
| FedEx Account Number:  |  | FedEx Account Holder:   |  |
| <p>If collections will be picked up from <i>KS Performance Horses</i> and not shipped, this information will not be required. <i>Collections will not be shipped without this information.</i> All FedEx shipping fees will be charged by FedEx to this account, any issues regarding shipping will be the responsibility of the account holder.</p> <p>Please fill out the following if your shipment will be sent to your local FedEx depot for pick-up with counter-to-counter shipping, this is recommended.</p> |  |   |  |
| Address:   |  |   |  |
| City:  | Province/State:  | Postal:   |  |
| <b>Mare owner to provide <i>prior</i> to the first collection:</b><br><input type="checkbox"/> Completed & Signed Contract <input type="checkbox"/> Booking Fee <input type="checkbox"/> Breeding Fee <input type="checkbox"/> Collection Fee <input type="checkbox"/> Container Fee<br><input type="checkbox"/> Results of Breeding Soundness Exam <input type="checkbox"/> FedEx Information (if shipped) <input type="checkbox"/> Copy of Registration Papers (front & back)                                      |  |   |  |