

# BODACIOUS JESS, AQHA STALLION

## 2022 CONTRACT

(Free, Auctioned or Ruffled Breedings)

### 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 **2022** 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. **This contract is for the winning of a breeding through auction or raffle, or the provision of a free breeding by the stallion owner; breedings must be used for the year in which they were given for and any other contract type or year will not be accepted.** Payments can be made by cash, eTransfer or credit card.

1. **Booking Fee** - There is no booking fee.
2. **Breeding Fee** - There is no breeding fee.
3. **Collection fees** – A fee of **\$200** will be required prior to collection and is considered separate from stallion fees. Collection will be paid to and performed by *KS Performance Horses*.
4. **Container fees** – A fee of **\$50** will be owed for the shipping container prior to shipping.
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 fill-out page 5 and return or no collections will be performed.*

**If this contract is by raffle or auction please fill out the following information for us to verify with the auction or raffle holder in the case that KS Performance Horses was not presented with the winner's information. This contract will not be legally binding without confirmation of the winner by the raffle or auction holder if not already presented with the information.**

Organization/Event	
Date of Closure or Draw	Website
Contact Person	Email

### Terms and Conditions:

- A.** If the above named stallion dies, or becomes unfit for services:
- i. Collection and container fees will be refunded if the stallion has not been collected from and the mare has not been inseminated.
- 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 the stallion owner.
- C.** This contract cannot be transferred or assigned without approval of the stallion owner;
- i. This contract will not be approved to be sold by the mare owner to another.
  - ii. This contract is non-transferrable in the event of the sale of the mare; an amendment must be made by *KS Performance Horses* and signed by the listed mare owner, new mare owner and stallion owner.

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iii. 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 in November.

**E.** All collections will be performed at *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.
- 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 on the day of delivery or pick-up. 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.

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J. The stallion owner and *KS Performance Horses* 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 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. 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.

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

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

- i. Payment of \$600 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 the completion and signature of this contract by the Mare Owner.**

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

Mare Owner's Signature		Date	
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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

Shipping Details			
Pick-up from facility (no charge) YES [ ] NO [ ]	Ship to mare owner's address YES [ ] NO [ ]	Ship to local FedEx depot YES [ ] NO [ ]	Ship to Veterinarian/Repro. Specialist YES [ ] NO [ ]
<b>Veterinarian/Reproduction Specialist:</b>			
Facility:			
Address:			
City:	Province/State:	Postal:	
Phone:	Email:		
<p>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.</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> [ ] Completed & Signed Contract [ ] Collection Fee [ ] Container Fee [ ] Results of Breeding Soundness Exam [ ] FedEx Information (if shipped) [ ] Copy of Registration Papers (front & back)			