

ONCE YOU GO LAZY, AQHA STALLION

2022 ON-SITE A.I. CONTRACT

KS PERFORMANCE HORSES

contact.ksperformancehorses@gmail.com

This stallion service contract is for On-Site Insemination during the **2022** breeding season for **ONCE YOU GO LAZY** (AQHA #5423613) 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	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. Fees 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 **\$300** is due at the signing of this contract.
2. **Breeding fee** – A fee of **\$500** is due prior to the arrival of the mare. *This would make the total \$800.*
3. **Collection fees** – A fee of **\$200** will be charge for each collection as needed, two (2) doses of semen will be included with each collection and is considered separate from stallion fees.
4. **Mare Care** – A daily rate of **\$25** (dry) or **\$30** (wet) will be owed for the mare's stay at *KS Performance Horses*. This will include insemination fees and the mare/foal's care. If required, veterinarian or farrier expenses will be considered separate and owed as billed.

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 L* 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.** Mare Owner agrees to pay any and all expenses that incurred while the mare was at *KS Performance Horses* before the mare is released.
 - i. Mare Owner will be invoiced for amounts incurred once a departure date and time is confirmed. Such amounts will be paid whether or not the mare settles, these amounts will be non-refundable.

- E.** The breeding season runs from **March 1st to July 31st**.
 - i. If breeding prior to May, mares will not be accepted unless under lights beginning no later than December 1st of the year prior.

- F.** The Mare Owner shall deliver the mare and foal in good health and sound condition, free from infectious, contagious, or transmissible diseases.
 - i. The mare must be halter broke.
 - ii. *Mare Disclosure Statement* (page 5) will be provided to *KS Performance Horses* no later than 7 days prior to the arrival of the mare to the facility.

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- iii. Health certificate, worming and immunization records will be required to accompany the *Mare Disclosure Statement*. A list of required vaccinations prior to arrival can be found in the *Mare Disclosure Statement*.
 - iv. If any special or particular veterinary, farrier or dietary services are required or desired by the Mare Owner, they shall be specified in writing on the *Mare Disclosure Statement*.
 - v. *KS Performance Horses* has the right to refuse a mare without such documents, if the mare/foal is not in satisfactory condition upon arrival, or the mare is dangerous. If refused, the booking fee will constitute liquidation and the mare/foal will be requested to promptly be removed from the premises. Mare care and collection fees will be owed if incurred.
- G.** *KS Performance Horses* shall provide suitable facilities, care and feed for the mare and foal while in the possession of the Stallion Owner.
- i. Feed and supplements supplied will be fed as noted in the *Mare Disclosure Statement*.
 - ii. Quality hay and water will be provided by *KS Performance Horses* and is included in mare care.
- H.** All collections will be performed at and by *KS Performance Horses*.
- i. It is the intention and desire of the Stallion Owner, *KS Performance Horses* and its agents to use their best efforts to impregnate the mare.
 - ii. The stallion owner, *KS Performance Horses* and its agents will not be held responsible if the mare fails to settle for any reason.
 - iii. Priority will be given to mares booked for On-site Insemination with *KS Performance Horses*.
- I.** A breeding exam will be required prior to the arrival of the mare to *KS Performance Horses*.
- 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 the arrival of the mare, requests and appointments may be refused if the provided documents advise the mare to be unfit for breeding.
- J.** After the initial attempt is performed, the stallion owner reserves the right to request an ultrasound, blood test, cytology, or biopsy if the mare does not settle or miscarries prior to the next appointment for drop-off of the mare.
- i. In their sole discretion, the stallion owner may refuse to provide services if it is believed that the mare is not in full health.
- K.** The Mare Owner will not hold these parties liable for death, sickness, injury or accident including consequential caused to the mare, or foal.
- i. The stallion owner, *KS Performance Horses* nor its agents will hold the Mare Owner responsible for death, injury or accident caused by the mare.
- L. 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 L.i* is not produced, the owner must notify the stallion owner within 7 days and provide an official statement 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 L.i*, one rebreed will be provided within the same breeding season stated in this contract or the following year only, given that *section L.ii* and *section L.v* are met. Collection and mare care fees will apply.

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- iv.** If the mare owner fails to rebreed within the allotted time of *section L.iii*, any and all fees paid shall be forfeited. The right to a rebreed as defined in *section L.i – L.iii* will be cancelled and *KS Performances* is released from this contract.
- v.** An ultrasound will be required 15 to 20 days after that last date that the mare had 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 L.i - L.iv, no obligations to a live foal or return of fees will be held by the stallion owner or KS Performance Horses.*
- M.** 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 and mare care fees are non-refundable in this event.
- ii.** The mare owner can choose to make a 3rd attempt, a non-refundable re-breed fee of \$250 will be owed. Collection and mare care fees will apply. After a 3rd 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 4th attempt will not be permitted.*
- iii.** The mare owner can decide to substitute another mare for this contract in the event of a 2nd or 3rd 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.
- 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.
- N.** 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.
- O.** 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.
- P.** Should more than one live foal result from a breeding;
- i.** Payment of \$500 (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.

This contract together with the *Mare Disclosure Statement* constitutes the entire agreement between the parties. Any modification or amendments to the terms of these agreements must be in writing and executed by all parties.

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

Signature of Mare Owner	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

Mare Disclosure Statement:

Registered Name			Barn Name		
Is the mare a maiden?	Bred the previous year?	Last breeding date?	Prior foals?	How many foals?	
Any breeding issues/concerns in the past or moving forward?		Please describe:			
Date & type of last wormer:	Foal will accompany mare?	Date foaled:	Date & type of last wormer (foal):		
<i>The following vaccinations will be required before the mare will be accepted to KS Performance Horses and should be administered at least 30 days prior to breeding.</i>					
Encephalomyelitis (Eastern/Western)	Rhinopneumonitis	Influenza (Injectable)	Tetanus	Rabies	
State any special dietary, farrier, veterinary services required of the mare or foal. Mare owner agrees that stallion manager may surcharge or reject mare if such special services listed below are practically prohibitive:					
State any habits the mare may have:			Items to accompany mare:		
Mare is insured?	Foal is insured?	Company:	Policy Number:	Contact:	Phone:
In the event of colic or life threatening illness of Mare and/or Foal, all means available as instructed by attending veterinarian will be utilized to save said Mare/Foal, including surgery. If mare owner chooses to refuse specific treatments; it is described as follows:					
Alternate Contact for Emergencies:			Telephone Number:		
Mare owner to provide <i>prior</i> to the mare's arrival to KS Performance Horses: <input type="checkbox"/> Completed & Signed Contract <input type="checkbox"/> Booking Fee <input type="checkbox"/> Breeding Fee <input type="checkbox"/> Disclosure Statement <input type="checkbox"/> Results of Breeding Soundness Exam <input type="checkbox"/> Copy of Vet Certified Current Vaccination Record <input type="checkbox"/> Copy of Registration Papers (front & back) <input type="checkbox"/> If Available, Copy of Previous Veterinary Breeding Records					
Signature of Mare Owner				Date	