



I, the undersigned Owner/Lessee hereby agree to breed the

Mare: _____

to the Stallion: **DS Hercules**, standing at Neversink Horse Co. (An entity of Shader Sporthorses LLC) Elmendorf location in the 2024 breeding season.

The total breeding fee plus other applicable service fees, terms and conditions are listed below:

\$ 500.00 BOOKING FEE: NON-REFUNDABLE, return with contract PAYABLE TO Shader Sporthorses LLC.

\$3,000.00 STUD FEE BALANCE ***PAYABLE TO Shader Sporthorses LLC (NON-REFUNDABLE).

Mare owner responsible for collection fee to be directly billed to them through Hagyard Equine Hospital.

*** This breeding contract is to be returned to Shader Sporthorses LLC with

(1) the Non-refundable Booking Fee

(2) Billing information to be given to chosen clinic for the direct billing of associated fees for collection.

The balance of the stud fee is due prior to collection.

Stud Fees and Booking Fees paid by Venmo or Credit Card will incur a 5% service charge.

GENERAL CONDITIONS

1. If the mare aborts or fails to conceive, she may return during the breeding season of the following year ONLY, provided all fees have been paid during the

original breeding season and based on the ability of the stallion to produce viable semen. If the mare dies or becomes unfit for breeding, the Mare Owner/Lessee may replace original mare with a suitable replacement approved by stallion owner during the current season or the following season ONLY.

Mare Owner/Lessee is responsible for collection fees in the rebreed year.

2. Live Foal Guarantee: Breeding fee is for one live foal. A live foal is defined as one that will stand and nurse. If the foal is born dead, Mare Owner/Lessee must provide in writing a statement of foals death signed by the attending veterinarian within 10 days.

3. Mare Owner/Lessee is responsible for direct payment of collection fee to the clinic in the rebreed year. Stallion fee will not be refunded. A rebreed will be issued for the following year.

4. Should the above named stallion die or become unfit for service for any reason, this contract shall become null and void and both parties are relieved of any further obligation. Monies paid for Stallion fee only shall be refunded by stallion owner if mare is not settled.

5. Mare Owner/Lessee must confirm status of pregnancy (pregnant or open) of mare at 45 days of gestation with a letter/email /phone call or certificate from the mare's attending veterinarian to Shader Sporthorses LLC.

6. Mare owner/lessee agrees to notify Shader Sporthorses LLC if the breeding is for an embryo transfer mare. In the event of multiple embryos from a single flush, mare owner/lessee agrees to pay a stud fee of \$1,500 for each additional live foal.

7. The Mare owner/Lessee agrees that if Shader Sporthorses LLC or the Stallion owner should at any time find it necessary to commence legal proceedings to collect any of the above stated fees or expenses or otherwise to enforce this contract or be required to defend any legal proceedings relating to this contract, the prevailing party will be entitled to court costs and attorney fees entailed in such proceeding and those will be added as costs to the amount due. Any expenses or implied waiver of any

breach of this contract shall in no way be construed to be a waiver of any subsequent breach or of any other default or modification of any of the terms of this contract. This contract is entered into Fayette County and shall be governed by the laws of the State of Kentucky . The parties agree that jurisdiction and venue for any dispute arising under this contract shall be in Fayette County, Lexington Kentucky. 11. This contract is effective when signed by both parties, and is not transferable or assignable.

Mare Owner Information

Owner Name

Clinic Preference

Address

Check if Embryo Transfer

City/State/Zip

Cell Phone

Owner/ Agent Signature

Date