

# BREEDING AGREEMENT

## ***ULTRAS SPECIAL AGENT***

*(Tug Hill Commando x Up Hyre Serene Topic)*

Annette Nickle Smith as owner along with Ultra Morgans, hereinafter called Breeders, of the stallion Ultras Special Agent, AMHA registration #142896 do hereby agree to breed:

Mare: \_\_\_\_\_ AMHA# \_\_\_\_\_

Name of Owner(s): \_\_\_\_\_

Farm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

HomePhone: \_\_\_\_\_ WorkPhone: \_\_\_\_\_

Above Named Owner, hereinafter called Owner, does hereby agree to have the named mare bred to Ultras Special Agent under the following terms and conditions:

1) The breeding fee in 2007 shall be \$3,000 and shall be paid by Owner to the Breeders as follows:

(a) 50% paid as a booking fee upon execution of this contract.

***(b) The balance is to be paid upon arrival of mare for breeding at Ultra Morgans or before any shipment of transported semen. If semen is shipped prior to full payment of breeding fee, an additional \$100 fee per semen shipment***

*will be assessed until breeding fee is paid in full.*

*(c) The account with Ultra Morgans must be paid in full prior to signature of registration papers by stallion owner.*

**(2) For mare being brought to Breeder's designated stable (Ultra Morgans) for breeding:**

- (a) Mare care shall be at the rate of \$12.00 per day or \$15.00 per day for mare and foal. All mare care shall be paid monthly and shall be paid in full prior to departure of the mare.
- (b) The Breeders shall have the right to obtain all veterinary and farrier services he/she believes to be required. All such veterinary and farrier charges shall be paid monthly and prior to departure.
- (c) For mare brought to Ultra Morgans, the results of a current negative coggins test, a veterinarian's certificate of health and a record of a current Rhino vaccination will need to be sent in writing prior to mare's delivery to Ultra Morgans.
- (d) Breeders shall exercise reasonable care for health and breeding of mare (and foal), for which owners will assume full financial responsibility.
- (e) Owners agree to hold harmless and indemnify the Breeders and their agents, employees, or anyone associated with Breeders for any injury, death, loss, or damage to, or done by, said mare (and foal). Insurance for mare (and foal) if any, shall be the sole responsibility of the Owner; the Owner shall indemnify and hold the Breeders harmless therefrom. The Owner, however, shall not be responsible for damage to the stallion by the mare during breeding

**(3) For mare being bred using fresh cooled semen:**

- (a) A \$300.00 fee must be paid to Breeder in advance of the first shipment of collected semen to cover collection and shipment expense. Also a \$250.00 fee will be charged for each and every additional shipment of collected semen to cover collection and shipment expenses.
- (b) To insure the prompt return of the container to Breeder, a \$10.00 per day late return charge will be charged for every 24 hour period or portion thereof, beginning 8 days after shipment of the container to the mare owner, and until the container is received by Breeder, except in the event of strikes, natural disasters and other situations beyond the mare owner's control.
- (c) All parties agree that semen shipped under this contract will be used only for inseminating the mare named above.
- (d) Breeder assumes responsibility only to deliver live semen in viable condition at the time of delivery to the mare owner's farm or designated delivery location.

**(4) For mare being bred using frozen semen:**

- (a) Frozen semen is available based upon a limited supply.
- (b) Breeders will not guarantee availability of frozen semen.
- (c) A fee of \$100.00 will be charged by Breeders for each straw used in addition to the charges incurred on behalf of the frozen semen management.
- (d) All guidelines required by the management of the Frozen Semen will be applicable to this contract (i.e. tank deposit, tank rental, shipping, etc) Mare

owners must obtain a semen release form from Breeder before frozen semen can be released.

(5) Prior to shipment of any semen, upon request by Breeders. the Owner shall provide Breeders:

- (a) Written results of a uterine culture taken within 45 days prior to first shipment of semen and processed by a recognized laboratory. The designated veterinarian must examine the mare within 45 days prior to shipment of semen and certify in writing that the mare is free of infection and in good condition.
- (b) Provision (5) (a) must be repeated for any mare failing to settle within two cycles after shipment of semen has commenced.
- (c) Failure to conform to the above paragraph (5) (a) and (b) will completely nullify this contract. No additional semen will be shipped. No refunds will be due to anyone.

(6) Should be above-named mare prove to be barren, abort, or should the foal be unable to stand and nurse, with a certificate by a licensed veterinarian so stating, supplied to the stallion owner within 72 hours of the foal's death or such determination, the mare owner has the option (return privileges) to:

- (a) Re-breed the mare the following season under the same terms of this contract or
- (b) Substitute a mare under the same terms of this contract.
- (c) All fees associated with shipping semen will apply for the year in which the semen is shipped.

(7) The breeding season for Ultras Special Agent ends June 1. If, for any reason, a mare must be bred after that date, special arrangements must be made. Every effort will be made to breed the mare as necessary.

(8) Appended hereto and made an integral part hereof is a Mare Information Form, the completion and truth of which is an essential consideration of this contract.

(9) This contract is signed by the respective parties hereto at the places and on the dates set forth below and constitutes the entire agreement between the parties and same may not be amended or modified, except by a mutual exchange of written instruments, nor may this contract or any rights or obligations hereunder be assigned without the prior written consent of both parties. In case of litigation all parties agree that Ohio will be the Forum State and Ohio Law will be applied to this contract.

Owner of Mare: \_\_\_\_\_ Date: \_\_\_\_\_

Breeders Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Ultra Morgans  
Stephen D. & Annette Smith  
5086 County Road 9  
Delta, Ohio 43515  
419-822-5724

**Please attach a copy of the mare registration papers along with the signed contract.**

## Mare Information Form

Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Mare's Registered Name: \_\_\_\_\_ Age: \_\_\_\_\_

Mare's Barn Name: \_\_\_\_\_ Color \_\_\_\_\_

Description of Mare/Foal: \_\_\_\_\_

Birthdate of Mare/Foal: \_\_\_\_\_

Current Medications: \_\_\_\_\_ Dosage \_\_\_\_\_

Date/Type of last vaccines: \_\_\_\_\_

Last Deworm: \_\_\_\_\_

## Feed Record

Feed Type: \_\_\_\_\_ Amt per feeding: \_\_\_\_\_

Other: \_\_\_\_\_

## Breeding History

No. of Total Foals: \_\_\_\_\_ No. of Live Foals: \_\_\_\_\_ Yr. Last Foal: \_\_\_\_\_

# of consecutive years pregnant: \_\_\_\_\_ # of open years: \_\_\_\_\_

Does mare have a normal 20 day heat cycle? \_\_\_\_\_

Name, address and phone number of your veterinarian: \_\_\_\_\_

Has mare been under lights? \_\_\_\_\_ What times? \_\_\_\_\_

Does mare have a history of breeding problems? \_\_\_\_\_

Has she been on Regumate? \_\_\_\_\_ Day to start? \_\_\_\_\_

Any adverse reactions to Prostin or HCG? \_\_\_\_\_

Any known allergies? \_\_\_\_\_

Any known cysts? \_\_\_\_\_ Which area and size \_\_\_\_\_

Other comments? \_\_\_\_\_

Mare Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_