

# Deborah Johnson

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## Stallion Service Agreement (Live AI & Transported Semen)

This contract for the 2015 , breeding season is made between:

Stallion Owner: Deborah Johnson  
658 Wallum Lake Rd.  
Pascoag, RI 02859

cell: 315-399-3015  
[Feathereddreamranch@verizon.net](mailto:Feathereddreamranch@verizon.net)

Mare Owner: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_ email: \_\_\_\_\_

### Both parties mutually agree to breed:

Mare: \_\_\_\_\_ Mare's DOB \_\_\_\_\_  
Breed: \_\_\_\_\_ Color: \_\_\_\_\_

Registry Name and Reg. #: \_\_\_\_\_  
(If Registered Mare-Attach Copy of Registration Papers)

Via Shipped Cooled Semen: \_\_\_\_\_ -or- Via AI at Vets: \_\_\_\_\_

To the Stallion: Casper Du Vallon

Under the following conditions:

- Breeding Fees:** The stud fee shall be \$ 1200.00 (US) for all mares, which includes a \$ 200.00 nonrefundable booking fee. The booking fee is due with the remittance of this contract, and the balance of the fees is due prior to any breeding. Booking fee of \$ 200.00 must be paid along with signed contract.
- Breeding Dates:** Breeding season for transported semen is April 5- August 28  
Transported cooled semen is shipped Monday-Friday.  
The mare owner will have the sole responsibility of determining the optimal breeding dates for the mare within the breeding season. Deborah Johnson will arrange to collect, analyze, package and ship sufficient chilled semen for one breeding cycle to meet the mare owner's breeding schedule provided at least 24 hours notice is given before collection, subject to stallion availability as discussed below. If 24 hours notice is not given, Deborah Johnson does not guaranty meeting the mare owner's breeding schedule, but will try to meet the needs of the mare owner if possible. **Note: Casper** is in the Eastern Time Zone, please take this into consideration when calling or scheduling. Mare owner acknowledges that Deborah Johnson and Mountain View Training Center shows the stallion during breeding season and he may not always be available for collection.  
It is the mare owner's responsibility to check in advance the availability of the stallion.

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3. **Shipped Semen/Live AI:** The cost for collection of semen is \$ 400.00 per. collection in addition to the initial stud fee. Should subsequent collections be necessary to get the mare in foal, an additional fee of \$ 400.00 per. collection shall apply. This amount shall be paid prior to any shipment of semen. Other fees that may apply if Live AI is used, such as palpation, ultrasound, insemination, and mare care, will be the responsibility of the mare owner, and will be charged directly to the mare owner by the breeding facility. (\* Collection fee is an estimate at this time and be less but guaranteed to not be more)
4. **Shipped Semen Delivery:** The stallion is collected Monday-Friday. All shipping costs shall be paid for by the mare owner. Deborah Johnson, Feathered Dream Ranch, their veterinarian, or agents are not responsible for any delays or failures in semen delivery. The mare owner accepts and assumes the risks of delayed or lost shipments. Semen will be shipped by FedEx next day delivery.
5. **Mare's Pre-Breeding Examination:** For non-maiden mares, the mare owner must provide a current negative uterine culture certificate from a veterinarian prior to shipment of any semen.
6. **Insemination:** The mare owner agrees that (1) the insemination is performed by a veterinarian or technician that is competent with the procedure and (2) this contract allows for the insemination of only the named mare and the semen shall be used only on the mare named in this contract.
7. **Return of Shipping Container:** The mare owner will return the reusable shipping container to Deborah Johnson's designated breeding center within 7 days of receipt of the semen via U.S. Postal Services or FedEx 2 day. If the container is not returned within 7 days a \$ 25.00 per day will be charged to the mare owner. Insurance (\$300.00) on the container is the responsibility of the mare owner, and is strongly recommended. If the container is returned in damaged condition, the repair/replacement cost will be charged to the mare owner. If the container is lost, the mare owner will be responsible for the full replacement cost. Mare owner is responsible for all shipping costs to return the containers.
8. **Mare's Post Breeding Examination:** the mare owner will ensure that the mare is Examined by a veterinarian for pregnancy not earlier than 16 days and not later than 18 days after insemination. The mare owner shall inform Deborah Johnson of the results of the pregnancy exam immediately following the exam.
9. **Care of Mare:** Mare owner warrants and represents that the mare shall be properly Cared for and will receive the necessary nutrition, de-worming and vaccinations (including Pneumabort K vaccination at 5, 7 and 9 months of gestation), and appropriate Veterinary care during pregnancy. Failure to comply voids the Live Foal Guarantee.
10. **Payment and Billing:** Full payment of the stud fee and appropriate collection/shipping fees shall be made prior to the shipment of any semen. Unless otherwise agreed in writing.

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11. **Live Foal Guarantee:** The mare owner is guaranteed one ~~live foal.~~ **Live Foal** means that the foal will stand and nurse without assistance. It is understood that if the mare proves barren, aborts her foal, or if the foal is stillborn, the mare owner will be entitled to rebreed the mare to the stallion and mare owner agrees to pay for the cost of each collection and shipment ordered during the following year only, provided proper written notification is given to the stallion owner. Proper notification shall be defined as written certification by a licensed veterinarian within 48 hours after the mare aborted or produced a non-viable foal. The mare owner shall further certify that such abortion or death did not result from any act or omission of the mare owner subsequent to the mare's breeding. The live foal guarantee herein will be void and the stallion owner released from liability if:
- The mare is sold by the mare owner prior to foaling, unless approved by the stallion owner.
  - Booster Rhinopneumonitis vaccinations, as indicated by the individual drug Manufacturer, are not administered by the mare owner as the mare progresses through her pregnancy.
  - The mare owner fails to notify the stallion owner of a confirmed viable pregnancy 16 to 18 days after insemination and by **45 days** in foal.
12. **Substitution:** This contract is non-assignable and non-transferable. Should the above named stallion die, or become unfit for service prior to settling the mare, this contract will become null and void. Mare owner has the option to breed to another stallion owned by Deborah Johnson that is agreed upon by both the mare and stallion owner. If another stallion is not available, the stud fee (less the booking fee and any expenses incurred) will be refunded to the mare owner and the parties in this agreement will be released from any further rights, obligations, or liabilities hereunder. If above named stallion is sold prior to the settling of the mare the contract will transfer to the new owner of the named stallion. In the event that the mare fails to settle to the above named stallion, the mare owner may substitute another mare agreed upon by the stallion for either the current breeding season, or the following season only. Under no circumstances can the semen be used for any mare other than the mare booked, unless the mare is a substitute as defined above.
13. **Right of Refusal:** Stallion owner reserves the right to refuse service to any mare or cancel this agreement with no notice, and without recourse to mare owner if said mare is a habitual aborter, has been bred for two consecutive years without producing a live foal, or becomes ill, injured, or is improperly cared for. In such case, the stud fee (less the booking fee and expenses) shall be refunded to mare owner.
14. **Agreement of Parties:** This agreement or agreement and attached addendum represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included, unless specifically stated. This contract is made and entered into the state of Rhode Island and will be interpreted under the laws of this state.

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15. **Signature:** This contract has been executed in duplicate and when signed by both parties will be a binding contract on both parties, subject to the above terms and conditions.

**Mare Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Please initial corner of each page of this contract)

**Stallion Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Addendum Included: Yes** \_\_\_\_\_ **No** \_\_\_\_\_ Initials \_\_\_\_\_

**Remittance Fees:** \$200.00 non . refundable booking fee due with signed contract.  
\$ \_\_\_\_\_ balance of stud fee due prior to any breeding.  
An additional fee of \$ 400.00 (or less) per collection is due and payable to Deborah Johnson or Collection Vet.( to be determined) in advance of each collection. Payments can also be made through paypal.

**Shipping Fees:** A current Fed-Ex number must be provided by the mare owner, or shipping fee's must be included , prior to any Fed-Ex Shipment. (Paypal accepted)

**Amount Enclosed:** \_\_\_\_\_ **Fed-Ex Number:** \_\_\_\_\_  
(Please make check payable to Deborah Johnson) (If know at time of signing, can be provided prior to shipping)

Initials: \_\_\_\_\_