



## BREEDING/SHIPPED SEMEN CONTRACT

**THIS AGREEMENT** is made and entered in to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Eagle Lake Farm LP and \_\_\_\_\_ (hereinafter, "Owner"). All rights and responsibilities between the parties for the 20\_\_\_\_ breeding season are set forth in this contract. In consideration of this Agreement, the parties agree to the following:

1. Owner agrees to breed: \_\_\_\_\_ (Reg# \_\_\_\_\_, Breed \_\_\_\_\_) to the stallion: \_\_\_\_\_ (Reg# \_\_\_\_\_, Breed \_\_\_\_\_) during the 20\_\_\_\_ breeding season by \_\_\_\_\_ shipped semen (Cooled/Frozen) or \_\_\_\_\_ AI on-site. The breeding season is defined as February 1<sup>st</sup> thru July 15<sup>th</sup>.
2. **Breeding Fee:** Owner shall pay a breeding fee of \$\_\_\_\_\_, which includes a non-refundable booking fee (50% of Stud Fee). All mares bred and all semen shipped in the state of Kentucky will pay a 6% sales tax. Semen will not be delivered until breeding fees are paid in full.
3. **Collection and Shipment:** Owner shall pay a collection fee of \$250, which includes next day shipment. Same day shipments will be charged an additional \$100. Collection and farm pick-up will be charged \$175. There will be a \$50 deposit charged per shipping box, which will be refunded in full upon return. All re-breeds will be charged at the same rates. Requests for collection are filled in the order in which they are received. Owner certifies that the address for shipment is a suitable facility for artificial insemination of Mare. Eagle Lake Farm LP is not liable for shipped semen once the shipment leaves the property.
4. **Breeding at Eagle Lake Farm LP:** Owner agrees that each Mare offered for breeding is in sound breeding condition and free from infection and disease. Any Mare certified by the attending veterinarian not to be in sound breeding condition shall not be bred. Further, owner agrees that Mare is halter broke and safe to handle. The Breeder agrees to diligently try to settle Mare and shall have sole discretion of determining the best method of breeding such Mare. If, however, the Mare does not settle, the Breeder shall be held harmless. Live foal guarantee is not valid if mare leaves Eagle Lake Farm LP prior to being checked safe in foal by attending veterinarian.
5. **Live Foal Guarantee:** Live foal is defined as the foal standing and nursing with no complications. In the case that the Mare not conceive, abort her foal, or if the foal is stillborn, a return season will be guaranteed the following year only, providing notification is given. Written certification by a licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal will be required. All chute and shipment expenses will be required for the following year re-breed.
  - a. **Color Foal Guarantee:** This color guarantee applies only to mares that are fully registered by a color breed registry with AQHA not being the primary registry. If mare produces a foal that cannot be fully registered within the color breed due to not meeting the color requirements, the owner is entitled to a free re-breed the following year. Mare owner is responsible for all collection and shipping charges for the re-breed. Futurity breedings are not eligible for this Guarantee.
6. **Owner and Eagle Lake Farm LP agree that Eagle Lake Farm LP will not release Horse(s) in its care, custody and control until all charges due, owing and unpaid for services performed on said Horse(s) have been paid in full. Breeding certificates will be issued to Owner after all farm, veterinary and other expenses have been paid in full, and after the mare's sixty day pregnancy check by a licensed veterinarian.**
7. **Duties, Rights & Authority:** Eagle Lake Farm LP shall have authority and discretion with respect to the upkeep, maintenance, care management and supervision of the Horse(s). Owner hereby grants Eagle Lake Farm LP authority to procure medical treatment in the event medical care is deemed necessary by Eagle Lake Farm LP, its agents or employees for the care of each Horse, including, but not limited to, emergency surgical treatment deemed reasonably necessary by Eagle Lake Farm LP to save life or limb of the Horse. Eagle Lake Farm LP retains the right to require uterine culture and/or equine cytology and sensitivity testing for maiden mares and/or mares unable to conceive within

three cycles. Owner agrees to indemnify Eagle Lake Farm LP for all charges incurred as a result of procurement of services for, or on behalf of, the Horse(s).

8. **Release & Hold Harmless:** Owner agrees to fully and forever release and hold harmless Eagle Lake Farm LP and Eagle Lake Farm LP owners, employees and agents employed by or representing Eagle Lake Farm LP from any and all liability due to injuries, claims, damages, actions or losses which may arise out of the representing of Owner or Owners Horse on property owned by or under the control of Eagle Lake Farm LP. This includes, but it is not limited to, any economic or non-economic losses due to bodily injury, property damage, or injury, sickness or death of Horse(s) in the care, custody and control of Eagle Lake Farm LP, or any other property.
9. **Risk of Loss & Indemnity:** Eagle Lake Farm LP shall not be liable for accident, injury, disease, theft or death of any Horse while in its custody, nor shall Eagle Lake Farm LP be liable for accident, injury, or death of Owner, owners children, or visitors accompanying owner while visiting premises or in company with Eagle Lake Farm LP, its owners, employees or agents thereof. Owner will indemnify and hold harmless Eagle Lake Farm LP for any accident, injury, disease, theft or death of any Horse(s).
10. **Collection & Attorney Fees:** Owner agrees that if Eagle Lake Farm LP incurs attorney's fees, expenses and/or court costs related to the enforcement of this Agreement, whether any litigation is filed or not, Owner is responsible to pay said fees, expenses and/or court costs.
11. **Jurisdiction & Venue:** The parties to this contract acknowledge that it is made and shall be entirely performed within the State of Kentucky, and venue for any legal action shall be in Woodford County, Kentucky. The laws of Woodford County and the State of Kentucky govern this Agreement.
12. **Alterations to be in writing:** Any alterations or modifications to this Contract shall be made in writing and signed by all parties hereto, or shall have no binding legal effect.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Eagle Lake Farm LP - Owner/Agent

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**Address for Delivery of Shipped Semen:**

Name of Facility: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Main Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Closest Airport (Same-Day): \_\_\_\_\_

**Eagle Lake Farm LP**

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