



18454 E. 111th St. • Broken Arrow, OK 74011 • (918) 830-7776 • Fax (918) 449-0180
 www.silvercreekspoorthorses.com

2017 Fresh and Frozen Breeding Contract

Mare Owner Information

Mare Owner's Name			
Address		City	State Zip
Home #	Email	Work #	Cell #
Fed-Ex Account #		E-mail Address	
Credit Card #		Type	Expiration
Veterinarian			Veterinarian's Phone #
Address to Ship Semen		City	State Zip

Description of Mare

Registered Name		Show Name	Barn Name
Breed		Color	DOB
Registered/Approved		Registration #	
Sire's Name		Sire's Registration #	
Dam's Name		Dam's Registration #	
Dam Sire's Name		Dam Sire's Registration #	
Maiden?	Open?	Barren to:	
In Foal to:		Due Date:	Planned Breeding Date:

Breeding Right Agreement

The Mare Owner hereby confirms a reservation to the Silver Creek Farms stallion –

- Vindication - \$500 / Frozen dose
- Smoke Tree's Poetry in Motion - \$350 / frozen dose
- Vindication - \$1600 / Fresh LFG

Mare is contracted specifically by name. The contract may not be transferred to another mare without the prior written consent of Silver Creek Farms. If the semen is used on a mare not named in this contract without Silver Creek Farms' consent, this contract and all of its guarantees become null and void and the Mare Owner may be responsible for additional stud fees.

Fees and Terms

- The stud fee must be paid entirely before the first shipment of semen, and no part of the breeding fee will be returned after the first shipment is made. All fees will be made payable to **Silver Creek Farms**.
- Discounts applicable: _____

- A lab fee of \$150.00 will be charged for each frozen dose. Breeding contracts purchased from stallion auctions do not include the first frozen dose lab fee. These fees will be debited to the Mare Owner's credit card as the fees are accrued. All fees will be made payable to **Silver Creek Farms**.
- Frozen semen is distributed by Equine-Reproduction.com. Please see their frozen semen order form for additional information.
- **CANADIAN BREEDERS** - Frozen semen is stored in Canada for distribution.
- All semen transportation and Dry Shipper re-charging and rental costs will be the responsibility of the Mare Owner. The **shipping fees** will either be charged to the Mare Owner's credit card or billed to the Mare Owner's Fed-Ex account number.
- The Mare Owner must arrange for a liquid nitrogen storage tank and transfer the frozen semen from the Dry Shipper to the liquid nitrogen storage tank immediately upon arrival. The Mare Owner should inspect the Dry Shipper and ensure that the zip tie is intact on the latch and that the inside of the Dry Shipper is frosted when opened to transfer the semen. If the Dry Shipper is not sealed and cold upon arrival, a claim with Fed-Ex should be filed immediately. Thawing instructions will be included with the shipment. The frozen semen can be damaged if the straws are out of the tank for more than 8 seconds. Silver Creek Farms is not responsible for frozen semen that has been mishandled. There is a \$175.00 **Dry Shipper rental and re-charging fee** for each frozen semen shipment and is made payable to Equine-Reproduction.com.
- The breeding contract is for **one** pregnancy. If remaining frozen semen is used to obtain multiple pregnancies, the Mare Owner is responsible for contracted Stud Fees at the contracted rate for each resulting pregnancy.
- Upon written request to Silver Creek Farms, the breeding agreement may be extended beyond the contracted two years at the rate of \$250.00 per year.
- A **Breeding Passport / Certificate** will be sent in the spring following the receipt of the pregnancy confirmation.

Conditions

- The Mare Owner agrees to observe protocol for shipment of fresh or frozen semen as determined by Equine-Reproduction.com.
- Silver Creek Farms is not responsible for frozen semen that has been mishandled.
- The Mare Owner must ensure the healthful condition and breeding soundness of the mare prior to insemination. The Mare Owner must have the mare checked for twin pregnancy by a licensed veterinarian between 16 and 21 days and again for viable pregnancy at approximately 30 to 45 days and 46 to 60 days following the last insemination, and must inform Silver Creek Farms of the mare's pregnancy status.
- If the mare dies or if after examination by a licensed veterinarian is found unfit to breed, another mare may be substituted with the written consent of Silver Creek Farms, with the same terms and conditions applying. If the mare is examined by a licensed veterinarian and found to be barren 60 days from the date of last service, return privileges are granted. Written notice of loss of any pregnancy after the 60 day check is required within 10 days of examination in the form of a Veterinarian's Certificate in order to receive return privileges.
- In the event that the mare is sold after breeding, no return privileges shall be made to the purchasing party unless such refund or return privilege is guaranteed in writing by Silver Creek Farms prior to the mare's sale.

Ordering Semen

Fresh semen is available from 4/1/17 to 7/31/16. **Frozen semen** is available all year, but should be ordered at least 2 weeks before your mare is to be bred to ensure that a Dry Shipper is available and can be re-charged. The *Request for Frozen Semen Form* must be completed and returned to Equine-Reproduction.com.

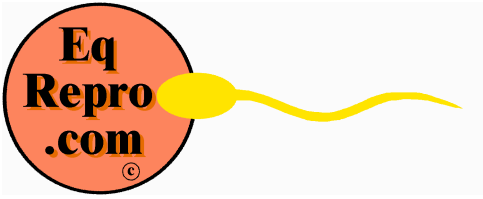
Read this contract carefully. Sign and return a copy with the stud fee to Silver Creek Farms. Upon completion of signing, this contract becomes a full binding agreement between both parties, subject to all stipulated terms and conditions and sets forth the entire agreement of the parties. This contract shall not be assigned or transferred by the Mare Owner. This contract shall be interpreted in accordance with the laws of the State of Oklahoma.

Signature of Mare Owner

Date

Signature for Silver Creek Farms

Date



Equine-Reproduction.com, LLC

“An Equine Reproduction Management Consulting Service”

REQUEST FOR FROZEN SEMEN

Mare Owner’s Name: _____ Farm
 Name: _____ Phone
 (day): _____ Phone (evening): _____
 Address: _____ Mare’s
 Name: _____ Breed/Reg# _____ Stallion
 Choice: _____ Veterinarian:
 _____ Shipping address:
 _____ Shipping Telephone:
 _____ Comments or other pertinent
 information _____ Email
 Address _____

If using a Credit Card for payment and deposit please complete this portion:

Amount Authorized: _____

Circle one: Visa Master Card American Express Discover

Credit Card #: _____ Expiration Date: _____ Name as it appears the
 card: _____ Signature of card
 holder: _____

NOTIFICATION REQUIREMENTS

Breeding season is busy and we ship on a first come basis. In order to optimally service all breeding requests, we ask that you provide us with as much notification as is possible.

1. MARE OWNER hereby understands and agrees that in order to allow sufficient time for tank preparation and straw transfer, that at least 48 hours advance notice must be provided to Equine- Reproduction.com (hereinafter referred to as SHIPPER) for semen shipment. In addition, we normally ship frozen semen via ground and shipping is rarely possible on Sundays or Holidays. If storage facilities exist locally, we suggest shipping straws at least a week in advance, which will avoid last-minute problems and ensure that a dry shipper is available in order to accommodate your request. If less than 24 hours advance notice is provided, an additional \$75.00 fee will be charged. The request will be accommodated if possible, but at the sole discretion of the SHIPPER.

2. SHIPPER will make every effort to accommodate mare owner in expediting shipment of frozen semen, but is not responsible in the event that a shipper is not available to transport semen, shipment does not arrive as anticipated, or is lost, stolen or damaged in transit.

33575 E. Cty Rd 1650, Wynnewood, Oklahoma 73098 (720) 272-5998

3. SHIPPER is solely responsible for management of the frozen semen for the stallion owner and does NOT guarantee the quality or fertility of said frozen semen. Any contracts and statements made by the stallion owner to mare owner are not the responsibility of the SHIPPING FACILITY and are by and between stallion owner and mare owner. Information of thawing protocol will be provided, as well as anticipated post thaw motility of the stallion on the frozen semen provided.

4. MARE OWNER and their veterinarian are responsible for explicitly following the instructions provided with each shipment for the proper handling, thawing, and use of frozen semen. Equipment required by MARE OWNER's veterinarian includes a temperature-controlled thawing bath, liquid nitrogen, Styrofoam box, straw tweezers, incubator, and AI supplies normally used with horses;

5. Mare owner is responsible for all contracts, fees, dues, etc., being paid and notification made to SHIPPER prior to shipment of semen. Semen will not be shipped without stallion owner's prior approval and written authorization. Please be sure that the stallion owner's requirements have been met prior to requesting a shipment of semen;

6. Mare owner is responsible for all shipping expenses, container/dry shipper deposits, breeding fees, veterinary fees, etc. Please be sure that SHIPPER has a credit card number and fee approval with your signature on file, or a breeding deposit in escrow prior to requesting a shipment of semen. If paying by credit card, we will not ship semen without a signed approval for use of your credit card. Prior to shipping, a deposit of Seven Hundred Fifty Dollars US (\$750.00) is required. A One Hundred Seventy- Five Dollar US (\$175.00) fee for the cost of loading the shipper tank with liquid nitrogen, tank rental, straw transfer and document preparation and packaging must be paid prior to shipping. The cost of shipping is in addition to the above fees and must be paid prior to shipping, as well. The \$175.00 fee for loading the shipper, etc. and the shipping fees are non-refundable. SHIPPER is not responsible for delayed, lost, stolen, or damaged shipments.

7. Mare owner is responsible for the return of the shipping container/dry shipper within four (4) days of receipt of same. In the event the shipping container/dry shipper is not returned with said four (4) days, MARE OWNER will be assessed a \$25.00 daily rental fee;

We at Equine-Reproduction.com understand and appreciate that mares do not cooperate with our best plans. However, in order to facilitate and insure that semen is shipped in a timely fashion, we ask that attempts be made to complete the requests outlined above. We will do everything possible to ship semen upon notification, but aren't always able to anticipate a sudden surge in requests for shipments. However, we will make every effort to fulfill your request.

Mare Owner's Signature: _____ Date: _____

Fax completed form to: (405) 665-1063