

# POUND SIGN

## Stallion Service Contract

6117 w 12000 s Payson, UT 84651

Manager: Jared Fillmore Phone: 801-471-4335 Email: jmfillmore@janeylous.com | Contact Agent: Trudy Hudson Phone: 801-830-3849 | **To order semen please contact Trudy +1 (801) 830-3849. We do not accept email orders.**

This contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and among JFILL, LLC, referred to as BREEDING FARM and \_\_\_\_\_ (*owner of mare*) herein referred to as Mare Owner. All rights and responsibilities between the parties for the 2024 season are set forth in this contract. Mare owner agrees to breed the mare named

\_\_\_\_\_, Registration # \_\_\_\_\_, Breed \_\_\_\_\_ (“the Mare”), to the Stallion, **Pound Sign**, Breed AQHA (“Stallion”), during the 2024 breeding season (commencing February 1 and ending June 30).

1. The Stallion Fee is \$1,500. Mare Owner shall pay a non-refundable booking fee of \$200 (USD) payable upon execution of this contract to Jared Fillmore.
  - A. SVE(South Valley Equine) Saratoga Springs UT: Will be where we collect, and ship semen. We acknowledge SVE is in no way responsible or bound to this contract. All mare owners are subject to pay all collection, and or any other fees related to the breeding (with exception of Stallion Fee paid to Jared Fillmore) of their mares performed by SVE to SVE.
  - B. FOR ON SITE BREEDING: In the case of mare owner(or authorized agent) bringing mare to SVE to be inseminated at the time of collection. The additional \$1,300 shall be due and payable 10 days before insemination.
  - C. FOR COOLED SHIPPED SEMEN: The balance of \$1,300 for the Stallion Fee plus any associated shipping fees shall be due and payable 10 days prior to ordering semen. All requests for transported cool shipped semen shall be filled as received, subject to availability of semen, and at the sole discretion of the Manager. It is hereby understood that mares located on the Breeding Farm will be serviced first.
2. Mare Owner warrants that the Mare is healthy, in sound breeding condition, is halter broken and registered with the breed association shown above. Breeding Farm retains the right to require a negative uterine culture or equine cytology with sensitivity test for barren mares or any mare requiring more than (3) semen shipments in a breeding season. A current, legible copy of the Mare’s registration papers (both sides) must be attached to, and will become a part of, this Contract.
3. All parties agree to diligently try to settle mare. Should mare not settle, mare owner will hold the Breeding Farm and Manager harmless from any resulting loss or damages.
4. Breeding Farm and Manager shall not be liable for any injury, sickness, disease or death of Mare or her offspring arising from the exercise of the breeding rights and privileges granted herein.
5. Mare Owner agrees and understands that it is Mare Owner’s financial responsibility to provide Mare with proper veterinary care and veterinary services.
6. Live Foal Guarantee (LFG). Breeding Farm provides a limited guarantee that a single “Live Foal” will result from the breeding privilege granted herein. The term “Live Foal” means that a foal stands alone, nurses, and lives for twenty- four (24) hours. If a Live Foal does not result from the breeding Mare Owner will be entitled to rebreed Mare to Stallion in the following breeding season only with payment of applicable shipping or farm fees.
  - A. Mare Owner must notify Breeding Farm within 48 hours of slippage or foaling that the breeding did not produce a Live Foal; and
  - B. Within fourteen (14) days after the mare owner’s notice to the Breeding Farm, provide written certification by a licensed veterinarian that the Mare slipped or produced a non-viable foal.
8. Mare owner shall not sell or assign this breeding contract without prior written consent of JFILL. LLC. There shall be no substitution of mares without the express written consent of the Breeding Farm. Any attempt to assign this Contract or substitute mares without the prior written consent of the Breeding Farm will terminate this Contract and release the Breeding Farm from any obligations contained herein.
9. Embryo Transfer. If more than one embryo results from a breeding during embryo harvesting, Mare Owner must pay an additional Stallion Service fee within sixty days (60) days of confirmed pregnancy in order to receive a certificate for the additional foal(s). However, if mare has a twin birth resulting in two foals that stand and nurse an additional certificate will be issued at no extra charge.
10. It is further agreed that if the Mare dies before producing a live foal or becomes unfit to breed before being pronounced safe in foal; the Mare Owner may breed a substitute mare for the current breeding season or the following season only. No stud fees will be refunded.
11. **WARRANTY. NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFER BY THIS CONTRACT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE THAWED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS IS GIVEN BY THIS CONTRACT.**
- 12.

C. Mare Owner agrees to hold JFILL LLC, Breeding Farm and Manager, and all of their successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents, including but not limited to those listed in the opening paragraph, completely free and harmless of and from, and not liable for, all liability whatsoever and AGREES NOT TO SUE them or any of them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Mare Owner's use of or presence on the Facilities, including, without limitation, claims or suits based on death, bodily injury, property damage, (including consequential damages).

D. Mare Owner agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, in substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

E. Mare Owner agrees to indemnify and to hold harmless JFILL LLC, Breeding Farm, the Manager, its affiliates, and their respective officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of Mare Owner, its officers, directors, agents and employees. Breeding Farm and the Manager, in their sole discretion, shall select counsel to defend any action pursuant to this indemnity. Breeding Farm or the Manager may elect to settle or compromise any claim or cause of action for which indemnification is sought from Mare Owner without the permission of Mare Owner. To the extent Mare Owner fails to promptly provide indemnification after ten (10) days' notice by Breeding Farm or the Manager, Mare Owner shall be responsible for Manager's attorney fees incurred in the enforcement of this Indemnification provision.

F. Mare Owner agrees to abide by all of the Manager's rules and regulations of which Mare Owner is apprised.

G. Mare shall be free from all infection, contagious or transmissible disease. Manager reserves the right to refuse to admit or to quarantine Mare, if not in proper health or deemed to be unhealthy, dangerous or undesirable by Manager, in Manager's sole discretion.

H. This Contract may not be modified except by amendment reduced to writing and signed by both JFILL LLC and Mare Owner. No waiver of this Contract shall be construed as a continuing waiver or consent to any subsequent breach thereof.

Please provide name, address and telephone number of your Mortality Insurance Company's Emergency Contact information. If the mare is not insured please indicate below.

### Insurance Information

Company: \_\_\_\_\_ Agent: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Policy Period: \_\_\_\_\_

### Contact and Billing Information-not the shipping location

Billing Name and Farm Name: \_\_\_\_\_

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

City, State/Province, Zip \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_ Name On Card: \_\_\_\_\_

### Semen Shipping Information

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

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

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

Contact person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Mare owner's (or authorized agent's) signature

JFILL. LLC signature

**(Owner of Mare)Fees:** All mare owners are responsible for collection and shipping fees due to South Valley Equine Saratoga Springs, UT

Will also accept: Wire transfers, venmo, and check. All forms of payment will be due and payable 10 days prior to insemination.

For additional payment methods outside of credit card please contact Jared Fillmore. There will be an extra \$50.00 charge to all credit card and Venmo purchases.