



## 2021 Stallion Breeding Agreement

This Stallion Breeding Agreement (the “Agreement”) is entered into by and between Fox Creek Farm, Inc., (“FCF”) with its principal place of business at 12610 US-HWY 27, Ocala, FL 34482 and the breeder as identified in the Online Breeder and Mare Information Form (the “Breeder”) for the purpose of breeding the Stallion identified below (the “Stallion”) to the Breeder’s mare (the “Mare”) identified in the Online Breeder and Mare Information Form, via fresh cooled semen.

### **STALLION**

\$1,200 : Fox Creek’s Censational

\$1,200 : Fox Creek’s Masterpiece

\$1,200 : Fox Creek’s Diamond King

\$800 : Chicco B

\$750 : Northwind Catcall

The Agreement shall apply only to the above selected Stallion.

### **DISCOUNTS**

10% : Returning Breeder

10% : Premium Awarded Mare

### **PAYMENT OF BREEDING FEES**

- (a) The Breeding Fee is due upon execution of this Agreement
- (b) Fees are payable with cash, check or PayPal
- (c) PayPal Payments: [dianna@foxcreekfarm.com](mailto:dianna@foxcreekfarm.com)
- (d) IMPORTANT: Select the “Send to Friends” option**

### **BREEDER**

- (a) The Breeder may not assign or transfer this Agreement or any interest in this Agreement.
- (b) The Breeder shall have no right, title or interest in the Stallion except for the breeding rights expressly set forth in this Agreement. All breeding under this agreement is to be by artificial insemination. This contract is for fresh cooled semen from the Stallion.
- (c) Breeder must complete and submit the Online Breeder and Information Form at: [www.foxcreekfarm.com](http://www.foxcreekfarm.com)**

## MARE

- (a) A Breeding Soundness Exam prior to breeding, including a uterine culture and cytology, is recommended but not required for all mares. If a mare fails to settle after three breeding cycles, the Breeder will be required to submit culture and cytology results to FCF prior to any additional shipments of semen.
- (b) The Breeder may substitute a new mare that is owned or leased by the Breeder if the above Mare is no longer suitable for breeding. Complete information on the new mare must be supplied to FCF prior to requesting or using semen. The substitution of a replacement Mare does not extend the original terms for the Agreement.

## EMBRYO TRANSFERS

- a) FCF must be notified at the execution of this Agreement if the Breeder intends to use Embryo Transfer as a means of producing a foal from this breeding. It is the responsibility of the Breeder to arrange for the Recipient Mare or Mares and the Breeder bears all costs, responsibility, and risk associated with them.
- b) In the case that multiple embryos are recovered from the Donor Mare, the additional embryos may be transferred to multiple Recipient Mares at the Breeder's discretion. The Breeder must notify FCF of any additional pregnancies no later than 18 days post implantation. An additional Breeding Fee equal to half (50%) of the original breeding fee will be due for each additional Live Foal resulting from the transfer of multiple embryos from the same breeding. The additional Breeding Fee for each additional Live Foal is due no later than one week after the birth of each additional foal. The LFG Right of Return Service does not apply to additional foals.
- c) Permission to transfer multiple embryos from one breeding of the Donor Mare does not in any way imply the right to breed any mare other than the identified Donor Mare to the Stallion with semen shipped pursuant to this Agreement, or to re-breed the Donor Mare with semen shipped pursuant to the Agreement while there is at least one viable pregnancy or if a Live Foal has been produced. If the Breeder wants to re-breed the Donor Mare to achieve additional pregnancies while there is a successful surrogate pregnancy in progress, a new Breeding Agreement must be executed.
- d) Freezing of embryos is not permitted under this agreement.

## SEMEN COLLECTION, SHIPMENT AND ADMINISTRATION

- a) The breeding season for the Stallion via cooled semen is April 1, 2021 to August 31, 2021. The collection and shipment of semen for FCF stallions is performed by Equine Medical Center of Ocala ("EMCO"). Cooled semen stallions are available for collection Monday thru Friday. Requests for semen must be made by 9PM EST of the day preceding collection and shipment or pick-up.
- **ALL requests for semen shipments must be made via PHONE. TEXT or CALL: 785-532-8334.**  
*Late notifications will be accommodated if possible, but cannot be guaranteed.*
- b) The collection of semen and shipping expenses are listed in the attached 2021 Reproduction Fees for EMCO and are payable to EMCO. Breeder must contact EMCO prior to collection to provide shipping information and payment information.
- **EMCO CONTACT: Paula Lewis: 352-209-6924**
- c) Cooled semen may not be frozen for future use, and semen provided under this Agreement may not be used to breed any mare other than the Mare identified in this Agreement or to re-breed the Mare once a Live Foal has been produced or a Recipient Mare is confirmed in foal under this Agreement.
- d) The Mare Owner assumes the risk of missed breeding opportunities due to problems with timing of the Mare's ovulation, the Mare's fertility, shipping or handling of the semen after it leaves EMCO.
- e) In the event that the Stallion should be unavailable for breeding by cooled semen due to illness, injury, infertility, death, sale, show schedule, or for any other reason, the Breeder will receive frozen semen from the Stallion or may elect cooled semen from another FCF-owned stallion of your choice. The Breeder's selection of a replacement stallion is subject to availability. If and only if the Stallion becomes unavailable *prior* to the first shipment of semen to the Mare, the Breeder may alternatively elect to receive a refund of the Breeding Fees. After the first shipment of semen, there will be no refund of Breeding Fees. After the first shipment of semen under this Agreement, failure by the Breeder to choose frozen semen from the unavailable Stallion or cooled semen from an available alternative FCF-owned stallion shall not extend the Breeder's rights under this Agreement or entitle the Breeder to any refund or compensation.

## **LIVE FOAL GUARANTEE (LFG)**

- a) Live Foal shall be defined as a foal that stands and nurses without assistance for a period of 24 hours from the time of birth.
- b) Should the Mare fail to conceive, abort, die or not produce a Live Foal then FCF guarantees the Breeder shall have the right to rebreed or substitute a mare (upon the approval of FCF) within the current or the following breeding season only. The following conditions must be met to be eligible for the LFG to be honored:
  1. Breeder will provide FCF with written verification by a licensed veterinarian within seven (7) days that the Mare has slipped, aborted, or failed to produce a Live Foal stating the time and date of birth, time and date of death or abortion and cause of death.
  2. In the event the Mare dies, Breeder shall provide FCF with a veterinarian's certificate of death.
  3. Breeder shall vaccinate the Mare for Rhinopneumonitis in the third, fifth, seventh, and ninth months of the Mare's pregnancy. Breeder shall provide FCF with a certificate stating that such vaccination has taken place at the time the Breeder requests a rebreed.
  4. Pregnancy Checks: The Breeder agrees to submit to FCF confirmation of the mare's pregnancy by a licensed veterinarian at 14-16 days post-ovulation and at 55-60 days post-ovulation. FCF recommends but does not require additional pregnancy checks at 28 days post-ovulation and between 35-40 days post-ovulation.
  5. In the case of Embryo Transfers, a rebreed shall only apply if there is no pregnancy produced from *any* implanted embryos. Loss of additional pregnancies from multiple implanted embryos does *not* entitle the Breeder to rebreed if there is at least one pregnancy produced under the Agreement.
  6. Mare Owner must provide to FCF the completed Veterinary Breeding Certificate attached to this Agreement.
- c) Live Foal Guarantee shall be forfeited and FCF shall have no further obligation if:
  1. Breeder fails to provide Rhinopneumonitis vaccination certificate(s).
  2. Mare is bred by any other stallion during the breeding season covered under this Agreement.
  3. Mare is substituted with another mare without written consent from FCF.
  4. Mare fails to conceive, aborts or dies and Breeder fails to notify FCF within seven days with veterinarian verification.
  5. Foal dies due to any negligent act of the Breeder
- d) If all conditions are met the right to rebreed is applicable to the *following season only*.

## **BREEDING CERTIFICATE**

- a) FCF will issue a Breeding Certificate only after the attached Veterinary Breeding Certificate has been completed and returned to FCF. In the case of Embryo Transfers, no Breeding Certificate will be issued for additional pregnancies until any additional Breeding Fees due have been received by FCF.

## **TERM AND TERMINATION**

This Agreement shall continue until both parties have met their obligations hereunder. The last date for FCF to provide cooled semen for breeding under this Agreement is August 31, 2021.

## **ASSUMPTION OF RISK, WAIVER OF CLAIMS, INDEMNIFICATION**

The Breeder assumes all responsibility for the care, custody, control and condition of the Mare throughout the breeding, pregnancy, foaling and suckling period, including all veterinary and other additional costs of breeding the Mare, and assumes all risk of loss or damage to the Mare and to any resulting foal, whether by death, disease, injury, infection or otherwise. The Breeder acknowledges that breeding provides heightened physical risk to a mare and agrees to waive any claims against, indemnify, release and hold harmless FCF, EMCO, their directors, agents, employees and assigns, from any

and all claims, demands, damages, actions, suits, attorney's fees and costs, obligations or liabilities of any kind that are in any way related to the Mare or to the breeding or insemination of the Mare.

**GENERAL TERMS**

FCF's waiver of any breach or failure to insist on complete performance of any term under this Agreement is not to be construed as a general waiver as to the other terms or as to ongoing waiver of the same term of this Agreement and will not impair FCF's future right to enforce its rights hereunder. This Agreement constitutes the entire agreement between the parties with regard to the subject matter addressed herein, and there are no other understandings, representations, warranties or agreements, oral or written. This Agreement may not be changed, modified or amended in whole or in part, except in writing, signed by both parties. This Agreement shall be governed by and construed under the laws of the State of Florida without regard to conflict of law principles, and the courts of the State of Florida shall have exclusive jurisdiction over any disputes arising hereunder, except that the parties agree first to try to settle any disputes arising hereunder through mediation using a neutral mediator familiar with both the applicable law and the customs and practices of the equine breeding industry.

**COUNTERPARTS**

This Agreement may be executed in counterparts and by facsimile, scanned pdf, or electronic submission, each of which, when so produced, shall be deemed to be an original and all of which shall be construed to constitute but one and the same Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have executed this Agreement on the date below.

Dianna Orona: \_\_\_\_\_  
*Agent for Fox Creek Farm, Inc.*

Breeder: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Veterinary Breeding Certificate

*To be completed & returned when mare is bred in order for Fox Creek Farm to issue a Breeding Certificate and breeder to be eligible for Live Foal Guarantee rebreed rights.*

**MARE OWNER:** \_\_\_\_\_

**STALLION BRED TO:** \_\_\_\_\_

MARE INFORMATION								
Mare's Registered Name:					Mare's Barn Name:			
Age:		Height:		Breed:		Registration #:		

I, the undersigned Veterinarian, duly licensed by the state of \_\_\_\_\_ do hereby attest that the following occurred: That at the following times and on the following days, I artificially inseminated the mare \_\_\_\_\_ with the semen of the stallion \_\_\_\_\_, and personally verified the name of the stallion on the cooled semen paperwork or on the lot number on the straws of frozen semen. All inseminations were carried out in accordance with the standard veterinarian practices.

FURTHER, I hereby certify that no other mare was inseminated with the stallion semen designated for this mare and that any excess cooled semen hereto was promptly and properly destroyed.

FURTHER, I certify that I am not an agent for Fox Creek Farm, Inc. and that I will indemnify and hold harmless Fox Creek Farm, Inc. from any claims arising from the negligent, improper or ineffective insemination by me.

Date Inseminated: \_\_\_\_\_ # of Doses Used: \_\_\_\_\_  
 Date Inseminated: \_\_\_\_\_ # of Doses Used: \_\_\_\_\_  
 Date Inseminated: \_\_\_\_\_ # of Doses Used: \_\_\_\_\_  
 Date Inseminated: \_\_\_\_\_ # of Doses Used: \_\_\_\_\_  
 Date Inseminated: \_\_\_\_\_ # of Doses Used: \_\_\_\_\_  
 Date Inseminated: \_\_\_\_\_ # of Doses Used: \_\_\_\_\_

**WITNESS** my hand executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
**Veterinarian's Signature**

**I hereby examined the mare to which this passport pertains throughout her pregnancy and found her to be:**

In Foal: \_\_\_\_ Not in Foal: \_\_\_\_ Date: \_\_\_\_\_ Veterinarian: \_\_\_\_\_

In Foal: \_\_\_\_ Not in Foal: \_\_\_\_ Date: \_\_\_\_\_ Veterinarian: \_\_\_\_\_

In Foal: \_\_\_\_ Not in Foal: \_\_\_\_ Date: \_\_\_\_\_ Veterinarian: \_\_\_\_\_

In Foal: \_\_\_\_ Not in Foal: \_\_\_\_ Date: \_\_\_\_\_ Veterinarian: \_\_\_\_\_

In Foal: \_\_\_\_ Not in Foal: \_\_\_\_ Date: \_\_\_\_\_ Veterinarian: \_\_\_\_\_

**In order to settle your mare as efficiency as possible, it is in your best interest to have frequent pregnancy checks done on your mare. The following schedule will help prevent cases of twins, misdiagnosed pregnancies (possibly due to a retained corpus luteum) or lost time in the breeding season.**

**1<sup>st</sup> Check (Required): 14-16 days post ovulation - optimum time for vet to pinch off a twin if more than a single ovulation is noted.**

**2<sup>nd</sup> Check (Recommended): 28 days post ovulation - to confirm a viable pregnancy as the heartbeat normally appears by day 25.**

**3<sup>rd</sup> Check (Recommended): 35-40 days post ovulation - to confirm maintained pregnancy prior to endometrial cup formation.**

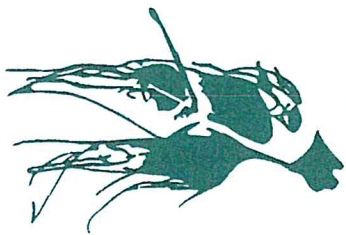
**4<sup>th</sup> Check (Required): 55-60 days post ovulation - final confirmation of pregnancy in its critical first trimester.**

**You will not be issued a Breeding Certificate or be eligible for a LFG until Fox Creek Farm receives this document certifying that your mare is either in foal or not in foal.**

***Thank You!***

**EMAIL TO:**

**dianna@foxcreekfarm.com**



# EQUINE MEDICAL CENTER OF OCALA

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*Diplomate ACVIM, ACVECC*

Fred W. Benker, DVM

## 2021 Reproduction Price List

### Stallion Fees:

Equitainer Rental:	\$45.00
Disposable Shipper	\$45.00
Equitainer Rental (In House)	\$25.00
Vapor Shipper Rental:	\$150.00
Freeze Semen per Ejaculate:	\$500.00
Labeled Semen Straws:	\$75.00-170.00
Process Semen (per Mare):	\$73.00
Semen Centrifugation:	\$95.00
Semen Storage (per Dose per Month):	\$1.50
Semen Storage (per Stallion per Year)	\$350.00
Sheath Cleaning:	\$38.00
Stallion Collection:	\$150.00
Courier Service & Airline:	\$285.00
Courier Service:	(Destination Determines Price)
Shipping & Handling:	(determined by Fed Ex/UPS)

### Mare Fees:

AI Cooled Semen:	\$84.00
AI Fresh Semen:	\$71.00
Deep Horn Insemination (Cooled/Fresh):	\$110.00
Deep Horn Insemination (Frozen):	\$203.00
Determination of Fetal Sex:	\$115.00
Dystocia (Field):	(Variable)
Embryo Flush:	\$460.00
Embryo Wash & Pack:	\$85.00
Foal Alert Placement:	\$52.00
Pregnancy Check:	\$44.00
Palpation and Ultrasound:	\$35.00-44.00
Ultrasound (In Foal/No Vesicle Seen):	\$60.00
Ultrasound Recheck (Pregnant/Not Pregnant):	\$54.00
Uterine culture and Cytology:	\$94.00