



Jeremy and Kayla Lockard  
13751 N Ave., Randalia, IA 52164  
563-320-1109  
drhiowa@gmail.com



### STALLION BREEDING SERVICE CONTRACT

PLEASE INDICATE ONE OF THE FOLLOWING:

SHIPPED COOLED SEMEN \_\_\_\_\_ ON-SITE BREEDING \_\_\_\_\_

1. I hereby agree to breed the mare Name: \_\_\_\_\_, Breed: \_\_\_\_\_, Reg.#: \_\_\_\_\_ to the stallion **SMART DELTA** for the 2024 season for a stallion breeding service fee of \$750, which includes a \$250 non-refundable booking fee due at execution of this contract. Balance of all fees must be paid in full before any shipments will be made or before on-site breeding occurs.
2. The breeding season will begin in May 2024 and continue until July 12, 2024.
3. If this mare is bred on-site, Mare Owner agrees to pay all board charges and veterinary expenses as incurred and assessed by Abraham's Equine Clinic and Reproduction Center [herein "Stallion Agent"] and Stallion Agent may breed and treat this mare however deemed appropriate to complete this agreement. I understand all collections, shipments, medications, procedures, treatments, and board will be at the Mare Owner's expense and Stallion Owner will not be held liable for any charges or fees incurred while breeding the mare. I understand that Stallion Agent will diligently try to settle the mare, but if they are not able, Stallion Agent shall be held harmless.
4. Diligent effort will be made to settle each mare. However, if for any reason the mare does not settle, the Mare Owner will not hold the Stallion Owner or his representatives liable.
5. The Stallion Owner provides a Live Foal Guarantee. THE STALLION OWNER MUST RECEIVE CONFIRMATION OF A PREGNANCY CHECK IN WRITING WITHIN 45 (FORTY-FIVE) DAYS OF BREEDING, OR THE LIVE FOAL GUARANTEE IS VOID.
6. If, after confirmation of pregnancy has been given, the Mare fails to produce a live foal from the breeding privilege granted by this contract, the Mare Owner may rebreed the mare during the 2025 breeding season with a one-time, non-refundable booking fee of \$250. The Mare Owner may not assign this breeding contract or substitute any other mare for the mare named under this contract, without the prior written consent of the Stallion Owner. Any assignment without the prior consent of the Stallion Owner, will, at the option of the Stallion Owner, terminate this contract and release the Stallion Owner from all obligations hereunder. "LIVE FOAL" means that the foal resulting from the breeding stands and nurses without assistance and lives for twenty-four (24) hours. This return breeding privilege is conditioned upon the Mare Owner giving the Stallion Owner written notice within seven (7) days after foaling or aborting that the mare did not produce a live foal. Stallion Owner reserves the right to require a written certificate from the attending veterinarian that no live foal was born be provided.
7. Embryo Transfer: I understand that if performed and multiple embryos are recovered during harvesting, I will be held accountable for the additional stallion breeding service fee of \$750, within sixty (60) days of confirming the pregnancy in order to receive a certificate of registration for the additional foal(s). If a conception from a multiple embryo harvest does not produce a live foal, after the Mare Owner pays for the additional stallion breeding service fee(s), it is the Stallion Owner's discretion to refund the stallion breeding service fee for the additional conceptus or allow it to be counted as a rebreed for the following breeding season.
8. A copy of the mare's registration papers must be returned with this contract. The mare should be in good general health before breeding. I agree that the Stallion Agent may have a veterinarian check my mare for normal breeding conditions and perform such other veterinary services as deemed necessary at Mare Owner's expense. The owner recorded on the registration papers, or lessee name on a breed lease agreement on file with the breed association (copy of lease agreement required), will be recorded on the stallion breeding report.
9. Mares that are halter broke will not be accepted. Stallion Owner reserves the right to require a complete breeding soundness exam for any mare who fails to conceive after two (2) breeding cycles before any additional breedings are allowed. Refusal by the Mare Owner to obtain a requested breeding soundness exam will make this contract void, and no refunds of any monies paid to Stallion Owner or Stallion Agent will be awarded.
10. Waiver of Liability: Mare Owner hereby waives any responsibility of Stallion Owner, Stallion Agent, and their respective representatives ["Released Parties"] for accidents, sickness, or death to the mare and/or foal. Mare Owner

Mare Owner Initials: \_\_\_\_.



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hereby agrees that Released Parties shall not be liable for any negligence or error and that Released Parties may exercise their judgment in supervising and caring for mare and foal.

11. The Stallion is bred to a limited book of mares each year. This book is determined by the number of mares that the Stallion Owner anticipates being able to breed successfully during the breeding season. It is always the goal of the Stallion Owner to get the mare bred as soon as possible. However, there may be times during the season when there are more mares in heat than can be bred on any given day. During these times the Stallion Owner must give priority to some mares over others. There are several factors that influence this decision. For example, priority is given to the Stallion Owner's mares over mares that are hauled in with a breeding follicle or requests for cooled shipped semen. The Stallion Owner will do all that is possible to minimize lost breeding cycles in mares.

12. Shipped and Cooled Semen - This service is subject to the following conditions:

- a. Stallion breeding service fee is due to Stallion Owner and must be paid in full before any shipments of cooled semen will be sent. Stallion Agent may require payment of any fees or expenses prior to shipment.
- b. Every attempt will be taken to deliver semen to mare owner in good condition, but once the semen leaves Stallion Agent they cannot be held responsible for untimely delivery or condition of the cooled semen. Mare Owner agrees that they are aware that on-site mares will receive priority, and all shipped semen mares will be serviced on a first-order basis. Therefore there is NO GUARANTEE that semen will be available for any specific date.

13. SMART DELTA is hauled in to the Stallion Agent on an as-needed basis. As such, shipped semen and on-site breedings must be requested by 10:00A.M. CST the day prior to collection and canceled by 8:00A.M. CST the day of collection. If canceled after 8:00 A.M. CST, charges will be incurred. **REQUESTS/CANCELATIONS MUST BE VIA PHONE CALL/TEXT TO STALLION OWNER.**

14. Iowa Law governs this agreement, all of the terms and provisions of which are performable in Fayette County, Iowa.

15. It is understood that, should the aforementioned stallion die or become unfit for services, the breeding or rebreed will be refunded, less the non-refundable booking fee(s).

16. It is understood that if the mare dies before producing a live foal or becomes unfit to breed before being pronounced safe in foal, a substitute mare will be allowed for the current breeding season or the following season only. No stallion service breeding fee will be refunded.

17. Regular Registry Guarantee - This guarantee provides that should this contracted breeding shall result in a foal eligible for regular registry and by either of the following:

- a. has qualifying white markings on its coat as defined under APHA Rule RG-070, or
- b. meets the requirements of APHA Rule RG-070.E.

Stallion Owner may request written documentation to verify regular registry was denied by APHA under either option above. Stallion Owner will allow one rebreed to the same mare only. An additional, non-refundable booking fee of \$250 will be required.

\_\_\_\_\_  
SIGNATURE OF MARE OWNER

\_\_\_\_\_  
PRINTED NAME OF MARE OWNER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ACCEPTED (STALLION OWNER)

\_\_\_\_\_  
DATE ACCEPTED

Mare Owner Initials: \_\_\_\_.