Cornerstone Equine, LLC Breeding Contract 2021 Season

This agreement is made between Cornerstone Equine, LLC and					
(Mare Owner/Lessee), onleased by the above named person(s).	_, 2021 for the breeding of the following described mare owned or				
Mare's registered name:					
Registration # :	_, Physical address where mare will reside:				
-					

The breeding will be between the above named mare and **AWESOME ROAN BAR**, AQHA Registration # **5814839** for the 2021 breeding season (April 1st, 2021- August 1st, 2021). Any leased mare must have a copy of the <u>AQHA Lease Authorization Form</u> supplied along with the signed breeding contract. Any mare, whether bred on site, at a mutually acceptable veterinary facility or the recipient of fresh chilled or frozen semen, must have the following documents supplied to Cornerstone Equine, LLC with a signed contract, prior to any breeding, collection or shipment.

- 1. A signed Certificate of Veterinary Inspection by a licensed veterinarian within 30 (thirty) days prior to breeding. Certificate may be electronic via Global Vet Link or similar company.
- 2. A signed letter from the Mare Owner's or Lessee's attending licensed veterinarian stating that the mare is in a fit condition for breeding. The letter in no way implies by the undersigned veterinarian that the mare is capable of becoming pregnant or carrying a foal to term or that she would be a good mother, but only that she is in a fit condition for breeding purposes.
- 3. A current negative Coggins test that will not expire during the course of the breeding season. Certificate may be electronic via Global Vet Link or similar company.
- 4. A copy of the mare's registration papers (both sides). Additional information may be sent of pertinent DNA Tests, 5 Panel Disease Test, Coat Color Patterns, or microchips/tattoos to Cornerstone Equine, LLC for record keeping (not required).
- 5. A certificate of veterinarian administered appropriate vaccines based on local region and in consultation with the attending veterinarian. If the breeding is to take place on-site, at the Cornerstone Equine, LLC facility, the mare must be current for the following vaccines, not to expire during the course of the mare's stay:
- a. Eastern Equine Encephalitis (EEE); Western Equine Encephalitis (WEE); Rhinotracheitis (ERV); Equine Influenza (EIV); and Tetanus.
- b. Rabies.
- c. West Nile Virus.
- d. Strangles.



The Mare Owner (Lessee) agrees to the following conditions:

- 1. The breeding season begins April 1, 2021 and ends August 1, 2021.
- 2. The Stallion Fee is \$1000.00 .The Booking/Chute Fee is \$600.00. The booking/chute fee includes veterinary fees, collection of stallion, analysis of semen, processing for shipping, and FedEx Priority overnight shipment or local pick-up. If a hard sided, re-usable semen shipping container is used, the Mare Owner (Lessee) is liable for shipping the container back to Cornerstone Equine, LLC within 3 business days, or will be charged for the container's entire cost. If the mare does not become pregnant on the intended heat cycle, the Mare Owner, Lessee or veterinarian may call for additional semen, or a breeding, on another heat cycle as long as it is during the 2021 breeding season for an additional \$600.00 booking/chute fee. An additional stallion fee will not be charged. The booking/chute fee is non-refundable and will be charged at the time of contract submission and when ordered for a second heat cycle. The stallion fee will be charged at the time of first breeding, collection or shipment. There will be no holdover from Breeding Season 2021 to Breeding Season 2022. The decision to breed a substitute mare if the contracted mare does not become pregnant, is ill, disabled or dies prior to a subsequent heat cycle within the breeding season, will be made on a case by case basis at the discretion of Cornerstone Equine, LLC. A licensed veterinarian must attest to the contracted mare's non-pregnancy or health state in writing. All requirements as to documentation must be met prior to breeding a substitute mare.
- 3. The Mare Owner (Lessee) and their attending veterinarian are solely responsible for managing the heat cycle of the mare to be bred in this contract and are solely responsible for calling to Cornerstone Equine, LLC for semen to be collected and/or shipped at the appropriate time. Resident mares have first priority and semen will be shipped based on its availability in the order Cornerstone Equine, LLC is notified.
- 4. Cornerstone Equine, LLC is NOT liable for any mare that fails to conceive, is or becomes barren, aborts a foal, develops any uterine or reproductive disease, or delivers a stillborn foal.
- 5. There is NO LIVE FOAL GUARANTEE. Cornerstone Equine, LLC guarantees live, progressively motile sperm delivered to the mare's attending veterinarian if such delivery is made within 24 hours of shipment. Every effort will be made to test, process, and ship in a timely manner to ensure viable sperm at its destination. Cornerstone Equine LLC is NOT responsible for shipping delays, weather, packages damaged or lost in transit, inappropriate handling of the semen (via carrier, owner, lessee or veterinary staff) after the semen is out of our physical control.
- 6. The Mare Owner (Lessee) understands that they must comply with the following when dealing with cooled shipped semen: Orders for semen MUST be placed Monday thru Friday by 2:00 pm. MST 24 hours prior to collection/shipment. Orders must be placed via phone and confirmed with appropriate Cornerstone Equine, LLC staff, agents or representatives. If a Saturday shipment is required, Mare Owner (Lessee) will pay any additional shipping costs for same day delivery. There will be no refund granted if cancellations are made less than 24 hours, stallion has already been collected, collection fees have been charged, or semen shipment has been sent.
- 7. Mare Owner (Lessee) requesting shipped, cooled semen should expect to receive only one dose of semen. Two doses will be shipped if available.
- 8. Mare Owner (Lessee) agrees to use all semen provided by this agreement for the mare named in this agreement and no other.
- 9. At Cornerstone Equine, LLC's discretion, Frozen Semen, may be shipped based on the stallion's performance, breeding schedule, and availability.



- 10. If the above named stallion dies or becomes unfit for service for any reason prior to breeding, collection or shipment, this contract becomes null and void, and both parties are relieved of any further obligation hereunder. Any monies paid toward the Stallion Fee will be refunded. The Mare Owner (Lessee) may choose another Cornerstone Equine LLC stallion as a replacement, if available, for the same contracted terms for the 2021 breeding season.
- 11. If an on-site breeding is to occur, Cornerstone Equine, LLC agrees to furnish all facilities for the care and feeding of the mare while in its custody. Mare Owner agrees that the conditions of the Cornerstone Equine LLC facilities are acceptable and adequate for housing the mare and/or foal. Mare Owner agrees to pay for care and feed at the daily rate of \$15.00/day. An additional \$5.00/day will be assessed for mares with foals. All on site boarding fees will be paid in advance. The Mare Owner (Lessee) will supply any feed supplements (grain, pellets, vitamins/supplements) at their own expense. Cornerstone Equine, LLC will exercise judgment in the care and supervision of the mare (and foal). Cornerstone Equine, LLC's veterinarian will administer medical care as deemed necessary for the health and safety of the mare and foal at the Mare Owner's (Lessee) expense. In the event of unpaid board and accrued expenses on mare (and foal), Cornerstone Equine, LLC reserves the right to retain the mare (and foal) until debts are paid in full. A Mare Owner (Lessee) representative will be allowed to pick up the mare if a current signed credit card authorization is on file.
- 12. The undersigned agrees that Cornerstone Equine, LLC and its agents, officers and employees will not be responsible for any accidents, injury, sickness or death to the mare or foal, whether from flood, fire, theft, act of God, or any other reason. The undersigned agrees to and shall indemnify and hold harmless Cornerstone Equine, LLC and its agents, officers, and employees from and against any and all claims, losses, damages, causes of actions, suits and liability of every kind, including all expenses of litigation, court costs, and attorney fees for injury or death to the mare and/or foal. Any person associated with Cornerstone Equine, LLC is not liable for death, or any disease, accident, and/or injury caused to the mare and/or her foal, and that the Mare Owner (Lessee) is not liable for the death, disease, accident or injury caused to the stallion.
- 13. It is advised (but not required) by Cornerstone Equine, LLC that Mare Owner (Lessee) purchase an insurance policy for their mare (and foal) during their stay at Cornerstone Equine, LLC for on-site breeding.
- 14. The Mare Owner (Lessee) agrees that nothing shall be posted or shared via social media that could be negatively construed regarding Cornerstone Equine, LLC nor any of its employees, associates, or affiliates. Failure to do so may result in legal action regarding the content and damages associated from such action. Furthermore, Cornerstone Equine, LLC reserves the right to void this contract in the event this Agreement is breached. Any offending Mare Owner (Lessee) shall immediately forfeit any fees, payments, or right to a re-breed.
- 15. This contract is a binding agreement between Cornerstone Equine, LLC and Mare Owner (Lessee) and is non-transferable unless otherwise agreed to, stated in writing, and signed by all parties. Any transferred or substitute breeding will incur an additional Chute Fee and require completed paperwork by the new contract holder.

By initialing the bottom of the pages of this contract, I attest that I have fully read and comprehend the contents of this contract.



Shipped Semen Information

Name of Clinic	Pł	Phone:					
Contact/Veterinarian	P	Phone:					
Address							
Does this location accept FedEx deliveries on Saturday? \square Yes \square No If not, please list another							
address that does:							
I hereby authorize Cornerstone Equine LLC to charge my credit card for the above listed amounts at the time charges are incurred.							
Type of Card	☐ American Express ☐ Discover						
Name on Card							
Billing Address							
Card Number	Exp. Date	Sec. Code					
Signature	ure Phone Number						
E-mail							
*If you have an issue with a charge on your card, you are obligated to contact us within 48 hours after the charge has occurred.							
Owner Information							
Owner/Agent:							
Address:							
City/State/Zip:							
Cell Phone:	Alt. Phone:						
Email:							

l, _.	its entirety.	, the Mare	Owner (Lessee) agree to the	ne contents of this contract	
Signature (Mare owner/Lessee)		 Date			
		ntract to: Cornerstone Equine, LL equine360@gmail.com (406) 60			
Breeding Contract Checklist					
	☐ Eastern Equine Encephalitis (EEE)	☐ Western Equine Encephalitis (WEE)	☐ Rhinotracheitis (ERV)	☐ Equine Influenza	
•	☐ Tetanus	Rabies	☐ West Nile Virus	☐ Strangles	
	☐ AQHA Registration (Both Sides)	☐ AQHA Lease Authorization Form	☐ Health Certificate & Veterinarian Testament	☐ Negative Coggins Test	
ı					