

## **2023 Breeding Contract for Stallion Auction**

## **HEZA FIERY FLING**

**AQHA REG NUMBER: 6104785** 

Mare Owners Name:		(as it appears on your registration papers)
Mailing Address:	City:	State:
Zip Code:		
Phone number:email:		Fax:
Mares Registered Name:		Registration Number:
Year Foaled:		
Stallion Booked to: HEZA FIERY	FLING	
Breeding Fees:		
Breeding Fee: \$1,300.00 One Th	nousand Three Hundred Fifty	Dollars (WAIVED FOR AUCTION)
Booking Fee: \$200.00 Two Hun	dred Dollars	
Collection/Shipping Fees:		
Chute/Shipping Fee payable to	DeLancey Enterprises, LLC	
\$425.00 for cooled semen shipp	oing	
\$650.00 counter to counter ship	pping	
Frozen semen \$495.00		
International Shipping Fees: TB	D based on location	
Method of Breeding:		
Method of breeding Cooled Ser	men: Frozen Semen:	Semen pick up at station:
Mare Status: Maiden: Ba	rren: In Foal: F	oal by side: Date of last foal:
Last Breeding Date:	Stallion bred to:	

## TERMS AND CONDITIONS OF BREEDING CONTRACT:

This agreement is by and between DeLancey Enterprises, LLC (Stallion owner) and mare owner as indicated:

- Breeding and booking fees are waived by owner due to stallion auction purchase. Any
  collection/shipping fee must be paid prior to shipping semen to mare owner. NO EXCEPTIONS
  will be made.
- 2. Auction purchase is valid for the 2023 breeding season. If mare does not settle in 2023 breeding season, purchaser may "roll over" purchase to 2024 breeding season with payment of a \$350.00 rebreeding fee to stallion owner and additional collection/shipping fees to CSU.
- 3. Only one breeder's certificate will be issue per paid breeding fee. Mare owner must contact stallion owner when mare foals.
- 4. The mare shall be in a healthy and sound breeding condition, free from infections, contagious or transmissible disease. Mare must have a current negative Coggins test if mare is taken to CSU Ranch for breeding.
- 5. Mares for breeding shall be in good health and have current shots and vaccinations as recommended by a veterinarian.
- 6. This contract contains a "Live Foal Guarantee." A live foal is described as a newborn foal, which stands and nurses without assistance. If foal is born dead, there are return privileges for the following breeding season only if Breeder is notified within 5 days and receives a veterinarian's statement confirming death. A collection/shipping fee to CSU applies for any rebreed.
- 7. If the mare owner fails to contact the stallion owner for a rebreed, the year immediately following, than any and all fees paid shall be forfeited. The right to a rebreed is cancelled and this contract is this contract is terminated.
- 8. Mare owner agrees to have mare ultra-sounded 14-17 after the last day of insemination and notify stallion owner of pregnancy status.
- 9. By signing this contract, mare owner certifies that he/she is sole owner of above mentioned mare or has authority to enter into contract on behalf of the owner. This Contract is non-assignable. Breeder strongly recommends Mare Owner carry full insurance on mare and/or foal.
- 10. Mare owner may not assign this contract this breeding contract or substitute any other mare under this agreement without stallion owners written permission.
- 11. A photocopy of mare's registration papers must be furnished with this contract.
- 12. It is understood that if the above stallion dies, becomes unfit for service, or is sold by the owner, this contract shall become null and void.
- 13. Embryo transfers: Mare owner agrees to notify stallion owner that this is an embryo transfer breeding. In the event that multiple, viable embryos are produced from a single flush, mare owner agrees to pay an additional breeding free for each additional live foal.
- 14. Heza Fiery Fling will be participating in races and events in 2023. Every effort will be made to furnish cooled semen when requested by mare owner, however if he is not available to collect, mare owner has the option to have frozen semen shipped or wait until a time that he is available for a cooled semen shipment.
- 15. Both parties agree that DeLancey Enterprises, LLC, the Breeder, their agents, or employees are not liable for death, sickness and/ or accidents. Every attempt will be taken to deliver cooled or

- frozen semen to mare owner in good condition, however once the shipment leaves CSU, DeLancey Enterprises, LLC and/or CSU cannot be held responsible for delayed arrival, lost shipments, or condition of semen upon arrival to Mare Owner. Especially, while public health emergency orders are in place.
- 16. This contract is entered into the Wyoming and will be interpreted and enforced under the laws of the State of Wyoming. This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in the written Contract. When Mare Owner and Breeder sign this Contract, it will then be binding on both parties.
- 17. Please sign below and send a copy of mare's papers and return to DeLancey Enterprises, LLC 1806 Torrington Rd. Cheyenne, WY 82009.

Mare Owner:		_Date:
Stallion Owner: Electronically	Signed by: Cindy DeLancey	Date: 11/20/2022