

# **GOTTA NIFTY GUN Stallion Service Contract**

## **OSWOOD STALLION STATION, INC.**

1400 Old Garner Rd., Weatherford, TX 76088 Phone: 817-599-4560 Fax: 817-599-4564 oswoodstallionst@aol.com

I hereby agree on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to contract with Oswood Stallion Station, Inc., as Stallion Owner's legally authorized agent, hereinafter known as "Breeder", to breed the mare \_\_\_\_\_, Registration # \_\_\_\_\_ to the stallion GOTTA NIFTY GUN, Registration # 5315985 for the fee of \$ 1,000.00 for the 2024 breeding season, which begins February 7, 2024 and ends June 30, 2024, subject to the following terms and conditions:

\$ <u>500.00</u> Non-Refundable Booking Fee/ Payable to Stallion Owner:	<u>XCS Ranch</u>
\$ <u>500.00</u> Balance of Stallion Fee/ Payable to Stallion Owner:	<u>XCS Ranch</u>
\$ <u>675.00</u> Non-Refundable Farm Fee/ Payable to:	<u>Oswood Stallion Station, Inc.</u>

**Additional Terms:** **First 30 contracts booked receive a discounted breeding fee of \$1,000.00 (including Farm Fee).**  
**All fees are to be paid upfront and in full.**

This stallion's genetic disease panel result is as follows:

**HYPP – N/N; HERDA – N/N; GBED – N/N; PSSM – N/N; MH – N/N; IMM – N/N.**

**It is solely Mare Owner's own responsibility to ensure no gene mutation zygosity will incur from this mating. Stallion Owner may not be held liable for any occurrences of inherited genetic defects or diseases in the resulting foal under this contract.**

1. This breeding contract is to be returned with a non-refundable Booking Fee and Farm Fee. Stallion Fee is for one live foal. The Balance of Stallion Fee is additional and due when the mare is checked in foal or upon her departure from the breeding facility after having been inseminated, or prior to the first cooled semen shipment. Mare Owner agrees to provide a photocopy of the mare's registration papers with the breeding contract. All other expenses shall be due according to the schedule(s) listed below.

2. Mare shall be in healthy and sound breeding condition.

### **3. For On-Site Breedings:**

**A.** Mare Owner will furnish Breeder with a current negative Coggins test, veterinarian's certificate and all current health records. Any open mares, excluding maiden mares, will be required to have a current biopsy. If a veterinarian's certificate, Coggins test or biopsy report does not accompany mare, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. The Breeder reserves the right to accept any mare that is not in proper condition, or does not have all of the records, tests, and registration documentation as required herein.

**B.** Breeder agrees to furnish all facilities for the care and feeding of the mare while in its custody. Mare Owner agrees to pay for care and feed and at the daily rate of \$18.00 for pasture mares, \$20.00 for paddock mares, and \$25.00 for stalls. An additional \$2.50 per day will be charged on all wet mares in pasture or paddock, and an additional fee of \$5.00 will be charged on all wet mares being stalled. Breeder will exercise judgment in care and supervision of mare. Breeder's veterinarian will administer medical care as deemed necessary for the health and safety of the mare and foal at Mare Owner's expense. There will be a \$500.00 foaling charge on all mares foaled at Oswood Stallion Station, Inc.

**C.** Breeder agrees to try diligently to settle the mare, however, if she fails to settle for any reason, Mare Owner will hold Breeder blameless and return privileges will be granted for the return contract year only.

**D.** The undersigned agrees that the Breeder and its agents, officers, and employees will not be responsible for any accident, injury, sickness, or death to the mare or its foal, whether from flood, fire, theft, Act of God, or for any other reason. The undersigned agrees to and shall indemnify and hold harmless Breeder and its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, 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 Breeder is not liable for death, or any disease, accident, and/or injury caused to the mare and/or her foal, and that Mare Owner is not liable for the death, or any disease, accident or injury caused to the stallion.

**E.** Breeder requires the Balance of the Stallion Fee, plus all unpaid board and expenses must be paid in full before the mare is released from Oswood Stallion Station, Inc. A mare owner representative will be allowed to pick up the mare if a signed credit card authorization is on file.

### **4. For Cooled Semen Shipments:**

Breeding contracts must be received at the stallion station's office at least 48 hours prior to placing a semen request, i.e. at least 72 hours prior to collection/shipment. **For all contracts not received in said timeframe a rush processing fee of \$150.00 will be assessed.**

**A.** A Cooled Semen Shipment includes the cost of the collection and evaluation of the semen. In addition to the agreed Booking Fee, Farm Fee and Balance of Stud Fee, the following charges and guidelines will apply:

**B.** The first two (2) semen collections are included in the Farm Fee. Shipping and courier charges are not included. Any subsequent shipments, if necessary, must be paid in advance by the Mare Owner at \$200.00 per collection, plus shipping and courier charges. All shipping charges will be the responsibility of the Mare Owner. Pickup from Oswood Stallion Station will be \$100.00 per shipment; FedEx will be \$300.00 per shipment. Counter to counter by airfreight will be \$375.00 per shipment (which includes courier charge to the airport).

**International cooled semen shipments will NO LONGER be available.**

**C.** Stallions are collected on an every-other-day basis. There are no exceptions. It will be the responsibility of the Mare Owner and his/her veterinarian to confirm our breeding days. You must give 24-hour advance notice to Oswood Stallion Station, Inc. prior to actual shipment at ph#817-599-4560. **Shipment requests must be called in, and not texted or emailed. Any semen request not confirmed by 8 AM CST on the day of collection will be considered a cancellation.**

Oswood Stallion Station, Inc. requires that all cooled semen expenses be paid in advance of shipment. In the case of subsequent shipments, any additional shipping fees must be received before the next shipment will be sent. Mare Owner may deposit additional funds with Oswood Stallion Station, Inc. or provide Breeder with credit card information. Monthly statements will be mailed for services provided and charges made or deposits used.

**D.** Shipping container must be returned to Oswood Stallion Station, Inc. within 72 hours of receipt of semen shipment. Shipping containers not returned within the above specified time frame are subject to a fee of \$50.00/day until returned to Oswood Stallion Station, Inc. Coolant boxes (EquiSaver) are subject to a \$40.00 usage fee at the time of shipment and need not be returned.

**E. There will be a maximum of two (2) shipments allowed per breeding cycle on all stallions, and no more than five (5) shipments per breeding season. Oswood Stallion Station further reserves the right, in its sole discretion, to require the mare be transported to the stallion station to be bred on-farm, if additional shipment/s was/were requested. In that case, a \$350.00 mare management fee per cycle will be assessed.**

**F.** Oswood Stallion Station, Inc. only assumes responsibility to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged or lost in transit. Oswood Stallion Station, Inc. does not guarantee the fertility of any stallion but agrees to process each ejaculate to optimize 24-hour post cool motility and subsequent fertility. Every effort should be made to inseminate the mare within 24 hours after collection from the Stallion.

**Mare Owner agrees to use all cooled semen provided by the Agreement for the mare named in this Agreement and no other.** Every effort will be made to accommodate your mare's breeding time frame; however, it is the Mare Owner's responsibility to contact Oswood Stallion Station, Inc. so that your veterinarian and ours can get your mare in foal on a timely basis. Failure to adhere to the above requirements may result in missed heats and delayed shipments AT THE MARE OWNER'S EXPENSE. Insemination must be done by a veterinarian knowledgeable in successful insemination techniques.

**Mares on premises of Oswood Stallion Station, Inc. have breeding priority on any given breeding day; therefore we make no guarantee cooled semen will be available for a specific day.**

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**Mare Owner agrees to use all cooled semen provided by the Agreement for the mare named in this Agreement and no other.** Every effort will be made to accommodate your mare's breeding time frame; however, it is the Mare Owner's responsibility to contact Oswood Stallion Station, Inc. so that your veterinarian and ours can get your mare in foal on a timely basis. Failure to adhere to the above requirements may result in missed heats and delayed shipments AT THE MARE OWNER'S EXPENSE. Insemination must be done by a veterinarian knowledgeable in successful insemination techniques.

**Mares on premises of Oswood Stallion Station, Inc. have breeding priority on any given breeding day; therefore we make no guarantee cooled semen will be available for a specific day.**

**G.** If Cooled Semen is replaced by Frozen Semen, additional fees will apply.

**F.** If Mare Owner opts to breed via ICSI procedure, all terms and conditions of the current ISCI Stallion Service Contract shall apply.

**5.** There will be a \$100.00 Administrative Fee charged for substituting mares during the calendar breeding season.

**6.** Monthly statements shall be mailed for services herein provided. Such statements shall be due and payable upon presentation. Statements not paid within 30 days will be subject to a finance charge of 1.5% per month or the maximum rate allowed by the law.

**7.** The above stated fees are subject to change at the discretion of Oswood Stallion Station, Inc.

**8. Guaranteed Right To Return:** Stallion Fee is for one live foal. A live foal is defined as one that will stand and nurse. If the mare fails to conceive, aborts or produces a stillborn foal, she may return during the Breeding Season of the year following the original contract year only, provided all fees have been paid with this contract. Mare Owner agrees to furnish to the Stallion Owner a veterinarian's certificate describing any such occurrence within seven (7) days of the incident.

If the Mare Owner fails to return the mare for breeding the following year, then any and all fees paid shall be forfeited, the right to rebreed is cancelled and the Stallion Owner is released from all further obligation of the contract, unless otherwise agreed in writing and signed by all parties. Breeding fee(s) will not be refunded.

Breeder does not make any warranty or representation as to the quality or confirmation of the foal, merchantability or fitness for a particular purpose, or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.

**9.** If the mare dies or becomes unfit to breed, the Mare Owner may return during this season or the following season ONLY with a suitable mare approved by the Stallion Owner/Breeder. There are return privileges only if Breeder is provided with a licensed veterinarian's statement confirming such condition. Breeder may, at its election, either rebreed the mare or refund the Stallion Fee paid pursuant to this contract, less the non-refundable Booking and Farm Fees, thereby relieving the Breeder of its obligations to rebreed the mare. This provision does not apply to mares that are being bred under the authorized rebreed privilege.

**10.** Should the above named stallion die or become unfit for service for any reason, then this contract shall become null and void and both parties are relieved of any further obligation hereunder, and any monies paid by the Mare Owner toward the Stallion Fee, with the exception of the non-refundable Booking Fee and Farm Fee shall be refunded to the Mare Owner if the mare is not settled or would qualify for rebreed privileges.

**11. Embryo Transfers:** Mare Owner agrees to notify Oswood Stallion Station, Inc. that this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to pay a stallion fee of **\$ 1,000.00** for each additional live foal, plus a \$100.00 administrative fee. Additional Breeder Certificates will be issued upon receipt of necessary stallion fee(s). For mares being bred on site at Oswood Stallion Station, Inc., there is a supplementary Embryo Transfer Agreement that must be executed; and its provisions are hereby incorporated herein.

**11a. Vitrified (Frozen) Embryos:** Mare Owner agrees to notify Oswood Stallion Station, Inc. that the embryo was vitrified within 48 hours of recovery. If vitrified embryos are utilized in the off season (from July 1<sup>st</sup> through January 31<sup>st</sup>), then the contract is considered fulfilled. Any further rebreed rights are at the discretion of the stallion owner and to be agreed upon up front and in writing.

**All frozen embryos being transferred in a later year must be reported to Oswood Stallion Station, Inc. upon positive pregnancy check. Mare Owner will be required to pay the breeding fee in effect at the time the frozen embryos result in a confirmed pregnancy.**

**11b. All nomination fees are solely the responsibility of the Mare Owner. Stallion Owner is not obligated to continue enrollment of the stallion in annual incentive programs past this initial contract year.**

**For each frozen embryo not reported on time, a penalty of \$1,000.00 for administrative fees will be assessed.**

**11c. If Mare Owner fails to file any Frozen Embryo Permit(s) as required by the respective breed association(s), any and all late reporting fees to facilitate foal registration imposed on the Stallion Owner will be charged back to the Mare Owner and must be paid prior to the Breeder's Certificate(s) being released.**

**11d. For all off-season breedings done after October 15<sup>th</sup> of this contract year, whether done via Intracytoplasmic Sperm Injection (ICSI) or otherwise, the Mare Owner will bear the late reporting fee(s) imposed on the Stallion Owner by the respective breed association(s).**

**12.** A Breeder's Certificate will be issued for a foal when the Stallion Report is filed (after a veterinarian pronounces the mare safe in foal), the Booking Fee, the Chute Fee, Stallion Fee and all other expenses have been received by Breeder in full; and Breeder has been notified that a live foal has been produced.

**13.** Rebreds and donated breeding's are subject to a \$675.00 farm fee.

**14.** All credit card transactions are subject to a 3.5% credit card processing charge. Debit cards are **not** accepted.

**15.** There will be no exceptions to the terms of this contract and it is **not** transferable unless provided for in writing and signed by all parties.

**16.** This shall be a binding contract on both parties, subject to the terms and conditions set forth herein and shall be binding on and shall insure to the benefit of the parties and their heirs, personal representatives and permitted successors and assigns. This contract is not transferable or assignable by Mare Owner and is made solely for the benefit of the parties hereto and their respective permitted successors and assigns and no other person or entity shall have or acquire any right by virtue of this contract not provided for in writing and signed by both parties.

**17.** The parties hereby specifically agree that this Agreement shall be construed, governed and interpreted by and in accordance with the internal laws of the State of Texas. In any action or arbitration is brought to enforce or interpret the terms of this Agreement, the proper place of venue shall be Parker County, Texas as this agreement shall be performed in Parker County, Texas as the last act to make this a binding contract occurred in Parker County, Texas. Should any civil action be commenced between the parties concerning this Agreement, or any rights or duties hereunder, the prevailing party shall be entitled, in addition to any other relief as may be granted, to reasonable attorney's fees and disbursements as determined by a court or competent jurisdiction. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remaining provisions of this Agreement shall be nevertheless continue in full force and effect without being impaired or invalidated in any way except the parties agree to insert, to the extent possible, a substitute provision to carry out the intention of the parties.

**WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.**

### **Purchaser of Contract Information**

\_\_\_\_\_  
(Owner's Name)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone(s)

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Signature

### **Oswood Stallion Station, Inc. (for office use only)**

Authorized by: \_\_\_\_\_

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

Booking Fee: \$ \_\_\_\_\_ Check Paid # \_\_\_\_\_

Balance Stud Fee: \$ \_\_\_\_\_ Check Paid # \_\_\_\_\_

Farm Fee: \$ 675.00 Check Paid # \_\_\_\_\_