



163 Valentine Hill Lane, Fredericksburg, TX 78624
1-800-867-7021
judy@yancey-farms.com • www.Yancey-Farms.com

Live Foal Guarantee Breeding Contract for:

_____ (Frozen Semen)

U.S. and Canada • Contract is for the 2017 Breeding Season

TERMS AND CONDITIONS

Mare Owner Name: _____ Phone: _____

Address: _____

Email: _____, hereby agrees to breed the _____ (age),
_____ (breed) _____ (registration number),

Mare named _____ to the Stallion named above
managed for breeding via frozen semen in North America by YANCEY FARMS.

ALL breeding under this Contract is to be through FROZEN SEMEN from the above named Stallion. There will be only **ONE** insemination dose to be sent at a time, with a maximum of **SIX** doses of semen from the above named Stallion **to produce one foal**, even if that is over TWO breeding seasons. Repeat doses of semen will be sent out, one at a time, upon receipt of pregnancy status from the attending Veterinarian. **Early pregnancy scanning at 14 days is recommended in order to arrange for shipping of additional dose in a timely manner.** We require MARE OWNER and Veterinarian to use the ENTIRE insemination dose for one breeding in order to maximize the chance of conception/pregnancy. MARE OWNER is responsible for payment of EACH shipment/handling fee for frozen semen delivery on subsequent semen requests.

Semen provided under this Contract may **NOT** be used to breed any other mare other than the MARE identified in this Contract OR to rebreed the MARE once a Live Foal has been produced OR a Recipient mare is confirmed in foal under this Contract.

MARE OWNER agrees to pay \$ _____, in full, in advance, as well as any additional costs for handling (\$75 one time) and shipping (Fed Ex TBD at time of shipping) from Yancey Farms, Florida.

A valid Credit Card on file with YANCEY FARMS is required for processing of shipments of semen.

MARE OWNER must return signed copy of this contract, the attached Mare ID Form and the breeding fee via US Post, email scan or fax to YANCEY FARMS (information above).

MARE OWNER also understands that in order to retain rebreeding rights under the Live Foal guarantee , the completed and signed Veterinary Certificate of Insemination and Pregnancy Examinations must be returned at the completion of the current breeding season.

1.) YANCEY FARMS agrees that if the breeding fee is paid, and the the above named MARE does not deliver a live foal that can stand and nurse from this breeding with the above named Stallion, the breeding agreement will be carried forward for a second breeding season. The Breeding fee will only be carried forward ONE Season, and thereafter this contract shall be deemed fulfilled even if above named MARE (or her substitute; see Par.2) still fails to conceive or deliver a live foal the subsequent season. Once a live foal (or foals) has been delivered, and that foal or foals can stand and nurse unassisted, this contract has been fulfilled in its entirety by YANCEY FARMS.

2.) Should above named MARE fail to conceive and carry a pregnancy the first season, substitution of another mare in her place may be allowed by agreement only, with YANCEY FARMS.

3.) The breeding fee will be carried forward, and Live Foal Guarantee is valid ONLY if MARE Owner has properly maintained the health of the MARE, and verifies the MARE's pregnancy loss, stillbirth, or newborn foal death by providing YANCEY FARMS with an original, signed and dated Veterinary Certificate, on the Veterinarian's own Letterhead, clearly stating the following:

- Identification of the MARE
- Verification of the loss of pregnancy or "No foal"
- Autopsy or other pertinent examination of MARE, foal, and/or placenta with explanation if possible for the loss
- Verification that, in the Veterinarian's best judgment, the MARE was maintained in a reasonable state of health and in good conditions, including all vaccinations and deworming as recommended by the Veterinarian, including but not limited to vaccination against Rhinopneumonitis, and that monitoring of the mare around the time of foaling was adequate enough to reasonably detect and attend to any foaling difficulties.

YANCEY FARMS must receive this certificate within 30 days of the discovery of the mare's pregnancy loss or foal death, and in any case prior to further rebreeding of MARE or any semen shipment to MARE.

4.) **EMBRYO TRANSFERS:** YANCEY FARMS must be notified at the execution of this Contract if MARE OWNER intends to use Embryo Transfer(s) as the means for producing a foal from this breeding. In the case that multiple embryos are recovered from the (Donor) MARE, the additional embryos may be transferred to multiple mares at MARE owner's discretion. However, the multiple pregnancies must be declared to YANCEY FARMS not later than 14 days post implantation. An additional breeding fee of 50% of the Breeding Fee of \$1600 will be due for each additional Live Foal resulting from the transfer of multiple embryos from the same breeding, due within 1 week of each Live Foal birth, and the appropriate Breeding Certificate will be issued. Once the MARE has conceived, and embryo(s) transferred successfully, there are no more rights for MARE OWNER to rebreed (Donor) MARE. If such is desired, a new Contract must be executed, or MARE OWNER can buy RAMIRO B semen by the individual insemination dose for \$850 per dose.

5.) **PREGNANCY STATUS:** MARE OWNER agrees to submit to YANCEY FARMS confirmation of the MARE's pregnancy at 14 - 16 days post ovulation and 55 - 60 days post ovulation. The completed MARE Passport must be received by YANCEY FARMS not later than September 15th of the Contract Year.

6.) **BREEDING CERTIFICATE:** Upon written confirmation of pregnancy at 60 days, YANCEY FARMS will issue a Breeding Certificate for the appropriate registry. In the case of Embryo Transfers, no Breeding Certificate will be issued for additional pregnancies until any additional Breeding Fees have been received by YANCEY FARMS.

7.) **COMPLETE INSEMINATION DOSE REQUIRED:** this Contract requires MARE Owner's Licensed Veterinarian or Certified Technician to use the **ENTIRE, ONE (1)**, insemination dose of frozen semen immediately post ovulation. It is MARE OWNER's sole responsibility to make sure that they Veterinarian is aware of this requirement, and is both prepared and willing to do the required breeding cycle maintenance of the mare for timely breeding. MARE OWNER understands that one ONE dose of semen will be shipped per estrus cycle.

8.) **TERM AND TERMINATION:** This agreement is valid for TWO breeding seasons or until both parties have met they obligations hereunder.

9.) **HOLD HARMLESS:** MARE OWNER assumes all responsibility for the care, custody, control and condition of their MARE throughout the breeding, pregnancy, foaling and suckling period, including all veterinary and other additional costs of breeding the MARE, and assumes all risk or damage to their MARE and to any resulting foal, whether by death, disease, injury, infection or otherwise. MARE OWNER agrees to waive any claims against, indemnify, release and hold harmless YANCEY FARMS, HARTHILL STUD, their Directors, agents, assigns, employees from any 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.

10.) **BINDING CONTRACT:** This shall be a binding contract upon both parties when signed, binding on all heirs and assigns. The MARE OWNER may not assign this Contract, or any interest in this Contract, to anyone else. This agreement stands in it's entirety and may not be changed, modified or amended in whole or in part. This Contract shall be governed by and construed under the Laws of the State of Florida.

IN WITNESS WHEREOF, the Parties have entered into this Contract on the _____ day of _____
_____, 2017.

YANCEY FARMS

MARE OWNER

By: _____
Judy G. Yancey, dba Yancey Farms

By: _____



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PAYMENT

The Breeding Fee may be paid by check or credit card. **Shipping expenses must be paid for by credit card.**

Name on Card: _____

Credit Card #: _____ Exp. Date: _____ CID Code: _____

Billing Address for Cardholder: _____

Signature of Cardholder: _____

PLEASE INITIAL YOUR SELECTION:

_____ I am enclosing payment for the breeding by check.

OR

_____ Charge the Breeding Fee to my credit card at this time.

SHIPMENT DESTINATION INFORMATION

Attention: _____ Phone: _____

Address: _____

Special Delivery Instructions:

Location? _____

Release without signature? _____

Email for Fed Ex tracking updates: _____

VETERINARY INFORMATION (if different than Shipment Destination)

Vet's Name: _____ Clinic Name: _____

Contact Info: _____



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Canadian Breeders: Depot for your doses will be with Merrickville Equine.

We will be sending a supply of doses to Dr. Gus Stringel in AB, Canada for distribution as needed in Canada.

If a mare is not confirmed in foal after utilizing those doses, it would be necessary for the mare owner to follow our typical import procedure to obtain semen for any additional breeding cycles.

Shipping fees from Merrickville Equine will vary slightly due to shipping costs; though are expected to range from \$90-\$150 depending on the final destination in Canada.

You will contact Dr. Stringel's Office to arrange shipment. Contact details will be given with your copy of the paperwork after completion.



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Mare Breeding Passport

To be completed and returned to YANCEY FARMS for issuance of Breeding Certificate

MARE OWNER: _____

Stallion Used: _____

MARE INFORMATION:

Registered Name: _____

Age: _____ Height: _____ Breed: _____ Registration # _____

I, the undersigned Veterinarian, duly licensed by the State of _____, do hereby attest that, on the following dates, I artificially inseminated the above referenced mare with the frozen semen identified to me on the straws I used as the **Stallion named above**. I personally verified his name and have noted the collection date (lot #) on the straws that I used.

I also verify that I did use one **COMPLETE** insemination dose, as per Mare Owner's direction according to the Contract between Mare Owner and Yancey Farms.

I further certify that no other mare was inseminated with the semen of the **Stallion named above** that was designated for this Mare.

Lastly, that I am not an Agent for Yancey Farms and that I will indemnify and hold harmless Yancey Farms from any claims arising from negligent, improper or ineffective insemination by me.

Date Bred: _____

Lot # Used: _____

Witness my hand executed this _____ day of _____, 20_____.

Veterinarian's Signature

Clinic Name & Phone Number

Continued on reverse side.

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: _____

*1st Check **(Required)**: 14-16 days post ovulation - optimum time for vet to pinch off a twin if more than a single ovulation is noted. Early enough to order shipment if needed.*

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

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

*4th 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 to register your foal until Yancey Farms receives this document certifying that your mare is either in foal or not in foal.

Thank You!