



Evans Welsh Ponies – Mt. Dragon Welsh
 PO Box 528
 Joseph, Oregon 97846
 Phone: 541-432-6895 Fax: 541-432-9110
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Breeding Contract
 For Fresh Cooled Semen Season of 2008

Mare Owner Information

| | | | |
|------------------------|-------|------------------------|------------|
| Mare Owner's Name | | | |
| Address | | City | State Zip |
| Home # | Fax # | Work # | Cell # |
| Credit Card # | | Type | Expiration |
| Veterinarian | | Veterinarian's Phone # | |
| Veterinarian's Address | | City | State Zip |
| Address to Ship Semen | | City | State Zip |

Description of Mare

| | | | |
|---------------------|-------|---------------------------|------------------------|
| Registered Name | | Show Name | Barn Name |
| Breed | | Color | DOB |
| Registered/Approved | | Registration # | |
| Sire's Name | | Sire's Registration # | |
| Dam's Name | | Dam's Registration # | |
| Dam Sire's Name | | Dam Sire's Registration # | |
| Maiden? | Open? | Barren to: | |
| In Foal to: | | Due Date: | Planned Breeding Date: |

Breeding Right Agreement

The Mare Owner hereby confirms a reservation to the Mt Dragon Pony Acres LLC stallion;

Evans Providence of The Night

\$1,000 for the year 2008. The breeding right is sold with a Two Year Term on a Live Foal Guarantee. Mare is contracted specifically by name. The contract may not be transferred to another mare without the prior written consent of Mt Dragon Pony Acres. If the semen is used on a mare not named in this contract without Mt Dragon Pony Acres consent, this contract and all of its guarantees become null and void.

Fees and Terms

- The stud fee must be paid entirely before the first shipment of semen, and no part of the breeding fee will be returned after the first shipment is made. All fees will be made payable to **Mt Dragon Pony Acres LLC**.
- The following discounts can be applied towards the stud fee (check appropriate box).
 - 25% Premium / Performance mare discount with appropriate documentation
 - 10% Returning mares
 - 10% Multiple mares (per mare)
 - 10% Early Bird (stud fee must be paid in full by 2/15/08)
- The first collection and lab fee is included in the stud fee. An additional lab fee of \$250.00 will be charged for each subsequent shipment. Breeding contracts purchased from Stallion Auctions do not include the first collection and lab fee. Each collection and lab fee is \$250.00. These lab fees cover cooled semen handling fees exclusively. These fees will be debited to the Mare Owner's credit card as the fees are accrued. All fees will be made payable to **Mt Dragon Pony Acres LLC**.
- A credit card number will be requested to secure the safety of the Equitainer prior to initial shipment. In the case of loss or damage of the Equitainer, the credit card number will be debited in the amount of \$300.00 for the replacement of the Equitainer. If the container is not returned **within 14 days** of receiving shipment, a \$25 per day charge is accrued for every

day the container is not returned. However, if there is no loss or damage to the Equitainer at the fulfillment of the contract and the container was returned within 14 days of receipt, no charges will be made to the given credit card number. The Mare Owner may also choose the use of a disposable container. The fee for the disposable container is \$35.00 and it does not need to be returned. All shipments to Canada will be sent in a disposable container. Please select preferred method of shipping container.

- Equitainer
- Disposable shipping container

- All semen transportation costs will be the responsibility of the Mare Owner. All shipping costs will be debited to the Mare Owner's credit card "at cost".
- Upon written request to Mt Dragon Pony Acres LLC, the breeding agreement may be extended beyond the contracted two years at the rate of \$250.00 per year.
- A **Breeding Passport / Certificate** will be sent with the first shipment of semen. Please do not misplace this form and ensure that it is returned to Mt Dragon Pony Acres LLC by September 30th the year your mare is bred even if she failed to conceive or aborted. Failure to return the Breeding Passport will void your contract and its guarantees.

Conditions

- The Mare Owner agrees to observe protocol for shipment of fresh cooled semen as determined by Mt Dragon Pony Acres LLC.
- Mt Dragon Pony Acres LLC assumes responsibility only to deliver fresh cooled semen from the herein named stallion in viable condition at the time of delivery to the Mare Owner. Semen must be handled and administered by a licensed veterinarian who is experienced in the practice of artificial insemination on the same day that the delivery is made to the Mare Owner.
- Should Mt Dragon Pony Acres LLC fail to deliver live cooled viable semen from the stallion herein named on the correct date, or if a licensed veterinarian determines upon examining the semen, using proper procedures, that the semen is not viable for breeding purposes, the Mare Owner will be entitled to one additional shipment of semen free of charge.
- The Mare Owner must ensure the healthful condition and breeding soundness of the mare prior to insemination. The Mare Owner must have the mare checked for twin pregnancy by a licensed veterinarian between 16 and 21 days and again for viable pregnancy at approximately 30 to 45 days and 46 to 60 days following the last insemination, and must inform Mt Dragon Pony Acres LLC of the mare's pregnancy status using the Breeding Passport.
- If the mare dies prior to insemination or if after examination by a licensed veterinarian is found unfit to breed, another mare may be substituted with the written consent of Mt Dragon Pony Acres LLC, with the same terms and conditions applying. If the mare is examined by a licensed veterinarian and found to be barren 60 days from the date of last service, return privileges are granted. Written notice of loss of any pregnancy after the 60 day check is required within 10 days of examination in the form of a Veterinarian's Certificate in order to receive return privileges.
- In the event that the mare is sold after breeding, no return privileges shall be made to the purchasing party unless such refund or return privilege is guaranteed in writing by Mt Dragon Pony Acres LLC prior to her sale. In any case, return privileges or the return of any fees are at the discretion of Mt Dragon Pony Acres.
- This contract carries a live foal guarantee. If the mare herein named, or the mare substituted, fails to produce a foal that cannot stand and nurse, the Mare Owner will be entitled to a return breeding in the following season, provided Mt Dragon Pony Acres LLC is presented with a Veterinarian's Certificate outlining the details of the failed pregnancy or the foal's death within 10 days of its occurrence. Failure to provide the Veterinarian Certificate within 10 days will nullify the guarantee.
- Should the Mare Owner use return privileges, these same terms and conditions apply.

Death, Sale or Unfitness of Stallion

In the event that the Stallion dies, is sold, or in any way becomes unfit for service prior to servicing the mare, the breeding fee may be transferred to the mare owner's choice of another stallion owned by Mt Dragon Pony Acres LLC.

Ordering Semen

Semen can be collected and shipped 7 days a week during **breeding season 4/15/08 to 7/31/08**. The stallions may be available for collection outside of breeding season depending on their show/breeding/training schedule. **The stallion manager must be notified at 541-432-6895 when the mare is in season. All semen requests must be made in a timely fashion to allow an appointment to be made for collection at the Double Veterinary Clinic.** (It is recommended that we be given 36 hours notice to insure timely shipment. No weekend collections or shipments available. Overnight shipments are sent via Fed-Ex (approximately \$85).

Read this contract carefully. Sign and return a copy with the stud fee to Mt Dragon Pony Acres. Upon completion of signing, this contract becomes a full binding agreement between both parties, subject to all stipulated terms and conditions and sets forth the entire agreement of the parties. This contract shall not be assigned or transferred by the Mare Owner. This contract shall be interpreted in accordance with the laws of the State of Oregon.

Signature of Mare Owner

Date

Signature for Mt Dragon Pony Acres LLC.

Date