



# KROLL

## PERFORMANCE HORSES

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### 2015 Stallion Service Agreement for Live-Cover

Select ONE of the Following Stallions. Stallion Service Fee listed with each stallion.

- |   |
|---|
| <input type="checkbox"/> <b>Ima Moxie Leaguer</b> AQHA Grey \$550 Introductory Offer / Limited Book (**)  |
| <input type="checkbox"/> <b>One Devine Krymsun</b> AQHA Grey \$500 Introductory Offer / Limited Book (**) |

**Stallion Service Fee INCLUDES: Booking Fee (Deposit), remainder of 2015 Stud Fee, Live Cover for 2 (two) cycles and Live Foal Guarantee.**

1. **Mare Owner-**\_\_\_\_\_ agrees to breed the **Mare**-(list Mare's Registered name) \_\_\_\_\_ to the **Stallion-**\_\_\_\_\_ standing at KPH during the **2015** breeding season via Live-Cover. Mare Owner agrees to pay a **stallion service fee (listed above)**. The non refundable Booking Fee of **\$250** is due with this contract. The Booking Fee serves as a Deposit, and is applied toward stud fee. Full Payment must be received, along with completed/signed Breeding Agreement, a copy of Mare's registration papers and any other requested paperwork or information before Mare is covered.

2. An additional **\$100** handling fee will be charged for each subsequent cycle if the Mare is not pregnant after 2 cycles. Any drugs or hormones used will be billed separately after notification of use has been given to Mare Owner. The Stallion Owner shall arrange for pregnancy check of the mare after each cycle of the Mare, at the Mare Owners expense. If the Mare does not get in foal after 3 inseminations, Stallion Owner reserves the right to have Mare's reproductive status evaluated by a licensed veterinarian at the expense of Mare Owner. If Mare is not suitable for breeding, Stallion Owner may in his/her discretion terminate the breeding agreement.

3. Board Fees for Mares while at KPH are as follows:

3a. Daily Board of \$15 per day (dry) indoor box stall. \$17 per day with foal at side

3b. Daily Board of \$13 per day (dry) outdoor box stall

3c Haul-in Fee of \$25 per visit

3d Mare Foaling services are available, please contact Lisa Kroll for more information and a separate contract for that service.

4. The Mare Owner represents and warrants that the Mare is in sound breeding condition and free from any disease or infection. Mare Owner further represents and warrants that the Mare is halter broke and not a danger to the staff of the KPH. Upon Mare's arrival, Mare Owner shall provide to KPH a veterinarian's health certificate for Mare and foal, if any, and a current negative Coggins test for the current Mare. Mare Owner further agrees to provide Stallion Owner with any and all additional veterinarian records on request and authorizes KPH to obtain those records from any veterinarian who has treated Mare and/or the foal.

5. **LIMITAION OF LIABILITY.** Mare Owner agrees that except in the event of KPH's gross negligence or willfulness conduct, KPH and its officers, members, employees, directors or agents shall not be liable for any direct, special, incidental, indirect or consequential damages arising out of any transaction or activity pursuant to this agreement. Mare Owner understands that engaging in equine activities including breeding a mare or boarding the mare or foal at another farm or facility is an inherently dangerous activity and that by so doing mare and/or foal are exposed to dangers both known and unknown including illness, injury, disease or death to the mare and/or the foal. Horses are large unpredictable animals, which are dangerous and present a risk of injury no matter how much training they have and no matter what level of experience KPH has and no matter what the situation. Indemnity. Mare Owner agrees to defend, indemnify and hold Stallion Owner and its officers, members, employees, directors or agents harmless from and against any and all claims, demands, judgments, loss, liability or damage including attorney's fees or costs, that KPH may occur arising out of or in any way connected with Mare Owner's presence on or use of KPH facility or the breeding services provided pursuant to this Agreement.

An **INSEMINATION REPORT** will be sent with each semen shipment. **It must be Completed, Signed, and Returned within 7 days of Insemination. (It can be returned with shipping container)**

6. The **MARE** must be healthy and in sound breeding condition. A copy of the mare's **REGISTRATION PAPERS** must be included with this contract and show current ownership. **Complete any Transfers prior to breeding.** Complete and include a copy of Lease if applicable. Mares other than AQHA or Jockey Club, being bred to AQHA stallions may require additional fees to cover Stallion Owner's costs for Listing stallion with additional Associations, Filing Breeding Reports, Memberships, etc. for foal to be eligible for registration. APHA mares may require fee for Transported Semen permit. Grade/Unregistered mares are often accepted, but must be approved, and may require photos.

7. **Live Foal Guaranteed.** This contract provides for a **Rebreed** of above listed mare (or approved substitute). In the event no pregnancy is conceived, a letter from a licensed VET stating Mare Failed to Conceive Must be sent to Stallion KPH by July 30, 2015 to secure a rebreed for the following year. If mare was checked in foal with a heartbeat (See Multiple Embryo/Pregnancy Exclusion) and No live foal is born, notification by a Licensed Veterinarian must be given to Stallion owner, in writing, within 10 days of miscarriage, stillborn birth or discovery of barren state to secure a Rebreed. Rebrees can be used in subsequent year only and may require booking fee, semen collection/shipping fees, and any difference in stallion service fee price if the fee for that stallion went up the subsequent year.

5. Mare owner agrees to use the shipped semen to breed only the designated mare in accordance with this contract and registry rules. This Contract is for ONE Foal to be produced as a result of this breeding. Mares **MUST** be examined by Ultrasound by a Veterinarian or Qualified Technician 14 to 18 days after Ovulation to determine Pregnancy status, and to Screen for Twins/Multiple embryos. If multiple embryos are detected, discuss with your Vet the options to deal with twins/multiple embryos. If a pregnancy with Multiple Embryos Continues Past 30 days of Pregnancy... then the Live Foal Guarantee and rebreed policy of this contract becomes Null and Void.

CHECK HERE \_\_\_\_\_ If an EMBRYO TRANSFER is scheduled for this breeding. This paragraph only applies to Embryo Transfers. In the event that an embryo is transferred to a Recipient Mare, the Stallion Station must be informed when the embryo is transferred, and again when the recip. mare is pregnancy checked. If multiple embryos are transferred, then a Stud Fee is DUE for Each confirmed Pregnancy with a heartbeat. Each confirmed pregnancy will be treated as an individual, and needs to be listed separately on Yearly Stallion Reports. Failure to pay additional stud fees for additional pregnancies will result in suspended breeding privileges, and All registration applications will be withheld until all fees have been paid. After additional stud fee is paid for additional embryo/pregnancy, then it will also come with a live foal guarantee and rebreed option for the subsequent year.

8. Should the selected stallion die, be sold or become unfit for service prior to mare being checked in foal, then any unused fees can be applied to breeding to a different stallion owned by Lisa Kroll.

9. Breeder's Certificates will be mailed or released on-line after all fees have been paid, any needed paperwork has been provided, and a live foal has been born. Mare owner must call or send Notice by Mail to report BIRTH of the FOAL when it is born. Photos of Foal may be required.

10. When mare owner signs and returns this contract, and it is approved by KPH, it becomes a binding contract on both parties. Any legal dispute arising from this Breeding Agreement will be arbitrated under the laws and jurisdiction of the State of Wisconsin, in ST. Croix County. Mare Owner agrees to pay Breeder costs and expenses, including reasonable attorney's fees, if the Mare Owner has breached any material term of this agreement. This contract is not transferable or assignable.

Mare's Name \_\_\_\_\_ Stallion \_\_\_\_\_ (Pg.3)

Is mare due to Foal in 2015? \_\_\_ If so, Due date? \_\_\_\_\_. What month do you plan to breed in 2015? \_\_\_\_\_

**Several Payment Options available** (processing fee applies, but is waived for some forms of payment)

**Preferred Payment:** US Cashier's Checks, US Money Orders, and Bank Wire Transfers are accepted if fees received a minimum of 1 week prior to ordering semen. Personal or Business Checks are NOT accepted Unless they are received at least 3 weeks Prior to shipping semen to allow time to clear. Processing Fee is Waived with these forms of payment.

**PayPal:** PayPal payments can be accepted if sender pays all transaction fees, or adds 5% to balance to cover fees.

**Alternate Payment Methods:** Visa, Master Card (**Credit Cards or Debit Cards**) are accepted as payment for your convenience and a 3% Processing Fee will be added to total. Cards are only charged if an order is placed and/or fee is due. Please **Sign the Authorization part of the Card Payment section** if there is any chance you may use a card at any time during the Breeding Season. **It's ok to leave the numbers blank, and just sign authorization.** Numbers can be given over the phone in case of a last minute order. If 'Authorization' is Not Signed... it could delay or prevent last minute semen shipments. Mare Owner, or legal guardian of a Minor owner, is responsible for payment of all fees and for any Card Information given in this contract or given verbally over the phone and is responsible for any and all fees charged to a Card, regardless of name of Card Holder. If Card Holder is a spouse, relative, friend, etc.... it is still the Mare Owner or Parent of a Minor who is ultimately responsible in making sure fees are paid.

**Debit Card or Credit Card Information.**

(\* \* \* If you don't feel comfortable putting your credit/debit card numbers on this agreement, **then leave the numbers blank**, and call Lisa Kroll at (612) 328-3143, to give the numbers over the phone if a card is going to be used for fees.)

Cardholder's Name as it appears on card: \_\_\_\_\_

Visa/Master Card/Discover # \_\_\_\_\_

Expiration Date \_\_\_\_\_ 3 Digit Code on back \_\_\_\_\_

I, the Card Holder or Agent for the Card Holder, authorize that I have permission to use this card or any Other Card that I verbally give info on over the phone, and that fees may be charged to Cards as outlined in this agreement when semen is verbally ordered by me, mare owner, agent, veterinarian, or mare manager.

(If there is any chance you might use a card during the breeding season, please sign.)

Card Holder or Agent Signature- **X** \_\_\_\_\_ Date \_\_\_\_\_

**OWNER Information**

Mare Owner's name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

All phone numbers \_\_\_\_\_ Email \_\_\_\_\_

When the Mare Owner(s) signs and returns this Breeding Agreement to the KPH, and it and mare are approved, it will then be a binding Agreement on both parties, subject to the above terms and conditions.

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

The terms of this contract shall be governed by the laws of the State of Wisconsin, in the courts of ST. Croix County.

Mare Owner Signature **X** \_\_\_\_\_ Date \_\_\_\_\_

Co-Owner (if any) Signature **X** \_\_\_\_\_ Date \_\_\_\_\_

If Owner is a Minor, Parent Signature **X** \_\_\_\_\_ Date \_\_\_\_\_