



Schaack Family Performance Horses
PO Box 322
Edgemont, SD 57735
Tim Schaack Cell: 605-484-9714

STALLION BREEDING CONTRACT

This Stallion Breeding Contract (Agreement) is made this _____ day of _____, year _____, between Tim & Paula Schaack (Stallion Owners) and _____ (Mare Owner).

Mare Owner agrees to breed the mare named _____, Reg # _____, to the stallion, WHOZE YOUR DADDY, standing at Schaack Family Performance Horses for the 2024 breeding season for a fee of **\$2000 (Early booking fee is \$1750 by Feb 4th)**. A **\$500 Non refundable Booking Fee** is due upon return of this contract and is included in the breeding fee. 2024 Rebreed Fee is **\$500**.

Select contract type:

- New Contract \$2000 (\$500 Booking Fee included)
- Early Booking \$1750 (\$500 Booking Fee included)
- Rebreed \$500

1. **FEES AND CHARGES:** The breeding fee includes a non-refundable booking/rebreed fee of \$500.00 as part of the stallion service fee. Cooled Semen Shipment fee (Overnight) is \$350. Stallion fee balance, including shipping costs, must be paid before shipment or breeding of the mare. **All Shipping containers must be returned within 48 hours to avoid late return penalty.**
2. **COOLED SEMEN SHIPMENT: STALLION WILL BE COLLECTED ON MONDAY, WEDNESDAY, and FRIDAY, beginning March 1st and ending July 1st, 2024. Semen must be requested by 4:00 pm MST the day prior to the necessary collection day and canceled/confirmed by 9:00 am MST the day of collection. To order semen, call Tim Schaack at 605-484-9714.**
3. **BREEDING OF MARE BY SHIPPED SEMEN:** Mare Owner agrees that when a cooled semen shipment is requested, the mare will be healthy and in sound breeding condition, free from infections or contagious diseases, and registered with the American Quarter Horse Assn., The Jockey Club, or The American Paint Horse Assn. A copy of both sides of the mare's registration papers shall be attached to this Agreement. Mare Owner is responsible for all facets of breeding the mare and agrees to comply with all AQHA, APHA, and ApHC requirements concerning the use and handling of Cooled Semen. Mare Owner agrees that a licensed veterinarian who is qualified and experienced in the use and handling of cooled semen will perform the insemination. Mare Owner agrees to use his/her best efforts to perform the insemination procedure within 24 hours, but not more than 72 hours after collection from the stallion. **STALLION OWNER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE COOLED SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY, OR CHARACTERISTICS.**

Breeder agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, Mare Owner will hold Breeder and/or stallion owner blameless. If mare owner chooses not to leave mare with the Breeder or veterinarian after the mare has been bred, then it will be up to the Mare owner to have the mare ultra-sounded by a licensed veterinarian 14-16 days after being bred. The results should be reported to Stallion Owner. Any mare not ultra-sounded 14-16 days after being bred will make the "Live Foal Guarantee" null and void.

4. **MULTIPLE EMBRYO TRANSFER:** If more than one embryo is produced from a stallion breeding under this Agreement and if multiple embryos are transferred, then Mare Owner must notify Stallion Owner within 48 hours of transfer of embryo(s). If embryo transfers result in multiple pregnancies, then Mare Owner must pay Stallion Owner the Stallion Service Fee for each pregnancy.
5. **LIVE FOAL GUARANTEE:** If the mare fails to produce a live foal from the breeding privilege granted by this Agreement, Mare Owner may rebreed the mare (or substitute mare mutually agreed upon by Mare Owner and Stallion Owner) during subsequent breeding season. If after being pronounced "safe in foal", the mare should miscarry, abort, or prove barren after leaving the Breeder's premises, Mare Owner has the privilege to return her for breeding during the current breeding season or the following year. Mare Owner may not assign this breeding contract or substitute any other mare for the mare under this Agreement, without the prior written consent of Stallion Owner. Any attempted assignment without the prior consent of Stallion Owner will, at the option of Stallion Owner, terminate the Agreement and release Stallion Owner from all obligations hereunder. **"Live foal" means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours. This return breeding privilege is conditioned upon Mare Owner giving Stallion Owner written notice within 5 days after the foaling or aborting that the mare did not produce a live foal.** This notice must be accompanied by (A.) a certificate from the attending veterinarian that no live foal was born, and (B.) a return of the breeder's certificate. **There will be a \$500 Rebreed fee assessed on all rebreeds along with any other expenses.**
6. **BREEDERS CERTIFICATE:** The Breeders Certificate will be issued for the foal, conceived by this mating, when breeding fee and all other expenses have been paid in full. Owner must contact the Stallion Owner when the mare foals.
7. **TERMINATION:** Both parties agree that Schaack Family Performance Horses, the Breeder, their agents or employees are not liable for death, sickness, and/or accidents including consequential damages caused to the stallion. Every attempt will be taken to deliver cooled semen to mare owner in good condition; however, once the shipment leaves Schaack Family Performance Horses, stallion owner cannot be held responsible for delayed arrival or condition of semen upon arrival to Mare owner. It is further agreed that if the stallion dies or becomes unfit for breeding in the opinion of Stallion Owner, this Agreement will, at the option of Stallion Owner, immediately terminate on behalf of Mare Owner. If Stallion Service Fee (less Booking Fee) will be refunded, Stallion Owner and Mare Owner will be released from any further obligations under this Agreement. If the stallion is sold, the new stallion owner will honor rebreeds for one year from the date of the breeding. No refunds will be issued if the stallion is sold. If the mare dies or becomes unfit to breed before pronounced safe in foal, the Breeder will accept another mare upon approval. However, should mare die after being pronounced safe in foal, the "Live Foal Guarantee" will be null and void.

This contract is non-assignable. Breeder strongly recommends Mare owner carry full insurance on mare and/or foal. This contract is entered into the State of South Dakota, will be interpreted, and enforced under the laws of the state. 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.

**Please sign on next page.

