

### Rooted In Excellence. Leading By Example.

Stallion: Starjac Vintage, AQHA #5855284 Stallion Owner: Clover Oak Ranch LLC 4515 NW Malhuer Avenue, Portland, Oregon, 97229 Cell: (503) 840-2927 Email: colleen@cloveroakranch.com

I hereby agree to breed: Mare Name: Reg #:	to
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the stallion "STARJAC VINTAGE", AQHA #5855284 for the 2024 breeding season (cooled semen dates

TBD, due to competition schedule. Frozen will always be available.) The owner's name as listed on

papers is \_\_\_\_\_

It is important that your vet has a copy of your contract to know under what name the contract has been submitted so that semen can be ordered in that same name.

The mare owner agrees to pay the fee of \$2,250 (\$1,950 stud fee plus \$300 nonrefundable booking fee). All payments must be made payable to Clover Oak Ranch LLC. Whether this is a donated breeding or discounted breeding all shipping and office fees are due prior to shipment of semen.

#### \*\*PLEASE NOTE:

If the stallion is not available for cooled semen when the mare is ready to be bred, frozen semen will be available. Cooled semen is on a first come/first serve basis so call early to be put on the list. Any late callers will receive frozen semen if not enough cooled for that shipping day.

Frozen semen will be released one dose per cycle (Initial Here) \_\_\_\_\_.

# **PRE-BREEDING ARRANGEMENTS:**

The mare owner must provide the following when booking a contract:

- 1. Copy of both sides of registration certificate, if breeding a thoroughbred mare, an AQHA "T" number is mandatory for registration.
- 2. Signed breeding contract.
- 3. All applicable fees:

i. The stud fee and shipping fee must be paid in full before any semen will be shippedii. Any incomplete registration certificate or unpaid charges will result in a hold of the mare's name on the appropriate stallion breeding report.

### SHIPPING / ORDERING:

Normal collection days are Mon, Wed, Fri. Contact Summit Equine by 5 p.m. the previous night and 8 a.m. next morning for confirmation. All holiday schedules may be subject to change. It is the mare owner's responsibility to confirm our breeding/shipping days.

The Mare owner or agent must give at least 24-hours' notice of possible semen shipment to Summit Equine and confirm shipment by 8am Pacific Standard Time the day of collection. No guarantee will be made that cooled semen will be available on a given day. It is first call, first serve. Frozen semen is available if cooled semen is not.

TO ORDER SEMEN - call or text Summit Equine: 971-330-3459.

Every effort will be made to accommodate your mare's breeding timeframe; however, it is the mare owner's responsibility to keep in touch with Summit Equine so that your veterinarian and ours can get your mare in foal on a timely basis. Failure to adhere to these arrangements may result in missed heats and delayed shipments at the mare owner's expense. A veterinarian knowledgeable in successful insemination techniques must oversee off-site inseminations in order to maximize the potential of a timely pregnancy.

Semen that is picked up from Summit Equine by the mare owner or agent will have a pickup fee.

Semen will be sent via UPS or FedEx Overnight (next day arrival) within the United States at the rate of \$350 per shipment.

Semen sent counter to counter airline shipments (same day arrival) are available and determined by shipping costs of Summit Equine. Availability of airline shipments depend on air cargo routes operated by airlines contracted with Summit Equine (American, Southwest, Delta, United).

All Canadian USDA shipments will be sent via FedEx at the rate of \$550 which includes USDA health cert, commercial invoices, and shipping cost.

Summit Equine is **NOT** responsible for the COSTS arising from shipments lost, damaged or delayed in transit, or condition of cooled shipped semen upon delivery. We have no control of the shipment once it leaves our facility. (Initial Here) \_\_\_\_\_\_.

ALL FROZEN SEMEN CONTAINERS MUST BE RETURNED to Summit Equine, at the mare owner's expense within 48 hours of shipment. There will be a charge of \$50 for shipping containers that are not returned. For frozen semen containers - a return label is included in the cost to ship frozen semen.

COOLED SEMEN CONTAINERS DO NOT need to be returned to Summit Equine.

The mare owner agrees to have the mare checked within 30 days of insemination and report back to Summit Equine with results of pregnancy. It is the mare owner's responsibility to return a signed copy of the insemination certificate (sent in the shipment of semen) signed by the administering veterinarian or breeding facility manager back to Summit Equine. The mare owner is also responsible for DNA testing their mare as per AQHA and APHA rules.

MARE WILL NOT BE PUT ON BREEDING REPORT UNLESS ALL FEES HAVE BEEN PAID IN FULL, PREGNANCY STATUS AND LAST BREEDING DATE HAVE BEEN PROVIDED TO SUMMIT EQUINE.

# LIMITED LIVE FOAL GUARANTEE

If the contracted mare dies or is deemed unfit to breed during the season she is contracted, a substitute mare, approved by the stallion owner, may be bred without any additional breeding fee for that same season.

# NO REFUNDS ARE GIVEN ON ANY FEES ASSOCIATED WITH THIS CONTRACT.

A live foal is defined as one that will stand and nurse. If foal is born dead, the mare owner agrees to tell the stallion owner within 7 days. In such a case, the mare owner will have the right to rebreed the contracted mare the season following the original contract only. The mare owner may also substitute a different mare for the rebreeding providing that the substitute mare is of the same quality and condition as the original mare approved. This is at the discretion of the stallion owner. In such a case, return privileges will be available for the season following the original contract season. If the mare owner fails to rebreed the following year after original contracted season, then any and all fees become forfeited, the right to rebreed is cancelled and the stallion owner is released from all further obligation of this contract, unless otherwise agreed in writing and signed by both parties.

Should any foal which is born to the mare, pursuant to this contract, not stand and nurse, the Owner shall be entitled to a re-breed the following year only for this mare. THIS RE-BREED SHALL APPLY ONLY IF SUMMIT EQUINE IS NOTIFIED WITHIN ONE (1) WEEK OF THE DEATH OF THE FOAL. THIS NOTIFICATION MUST BE ACCOMPANIED BY A STATEMENT FROM A LICENSED VETERINARIAN, STATING THE CAUSE OF DEATH. SUMMIT EQUINE'S sole liability and obligation for any foal that is born to the mare but does not stand and nurse, shall be the granting of a re-breed. Such breeding shall apply to the Breeding Fee only and only to the season immediately following the season set forth in this contract. The Owner shall pay Farm Fees for the mare, under the same terms set forth in this contract. If the mare proves not to be in foal as a result of this contract or if the foal does not stand and nurse, Summit Equine has the option to re-breed the mare the following year only. Summit Equine has the option to re-breed the mare the following year only. Summit Equine has the option to re-breed the mare the following year only. Summit Equine has the option to re-breed the mare the following year only. Summit Equine has the option to re-breed the mare the following year only. Summit Equine has the option to re-breed the mare the following year only. Summit Equine has the option to re-breed the mare the following year only. Summit Equine has the option to re-breed the mare the re-breeding. All rebreeds must pay a Farm Fee that is applicable for that breeding season. 2nd year re-breeds will be at the discretion of the Stallion Owner, additional breeding fees may apply.

We DO NOT offer color guarantee on APHA and ApHC registered mares.

#### **EMBRYO TRANSFERS**

If more than one embryo is produced from a single flush, then the mare owner is required to sign an additional contract for the additional embryo and pay an additional stud fee of \$2,250 for each additional embryo.

If in the event something should happen to the stallion STARJAC VINTAGE where he can no longer be a standing stallion, the breeder has the option to use frozen STARJAC VINTAGE semen, limit 2 inseminations of frozen semen attempts then contract is fulfilled, with an approved repro veterinarian or facility.

This breeding contract may not be sold, transferred, or if won as a prize, or bought off an auction to any other party besides the original winner or owner. If won or bought off an auction all vet fees, office fees, and shipping fees are not included.

All parties acknowledge that this agreement is made and performed within the County of Marion, State of Oregon. Both parties agree should any dispute or claims arise regarding this contract, the venue will be in the State Court located in Marion County, Oregon and shall be construed and enforced under the laws of the State of Oregon. Both parties agree that at no time will any damages ever be awarded in any amount greater than the actual stud fee that was paid.

If it should become necessary for Clover Oak Ranch LLC to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due, the

mare owner will pay Clover Oak Ranch all expenses and costs, including reasonable and necessary attorney's fees incurred by Clover Oak Ranch in enforcing this contract.

This contract is non-transferable nor assignable without prior written consent from Clover Oak Ranch.

All International Clients or US Clients must pay with US Funds via certified check, cash or wire transfer (\$50 surcharge) from a US Bank account.

Clover Oak Ranch LLC excepts credit card payments with 4% fee. Make sure to call ahead to arrange your preferred type of payment. Clover Oak Ranch LLC excepts certified checks, cash or wire transfers. All balances must be taken care of before shipping semen. If there is an outstanding balance, semen will not be shipped.

### MARE OWNER INFORMATION:

Owner Name	e:			
Owner Address:			City:	
State:	Zip:	Phone 1:	Phone 2:	
Email:				
Name of Mai	re:			
Breed:		Registration #		
Contact Nam	ne:			
Contact Pho	ne number:			
Contact ema	il (required):			
Ship semen	to the following addr	ess:		

Closest Airport if CTC shipping is requested:

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Please save this form and then attach it to an email and send it to colleen@cloveroakranch.com

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You will receive an email confirmation within 72 hours with further instructions.