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FOR OFFICE USE ONLY:			
Check/CC:	Contract #:		
Date Received:	_		
Breeding Fee Paid:	Farm Fee Paid:		

### 2025 FLAMING FIRE WATER STALLION BREEDING CONTRACT

ALL CONTRACTS/PAPERWORK MUST BE TO BVSS 72 HRS PRIOR TO ORDERING SEMEN OR PAY \$100 RUSH FEE

### **GENERAL TERMS:**

- 1. BRAZOS VALLEY STALLION STATION LP (BVSS) hereby reserves one breeding to \_\_FLAMING FIRE WATER\_AQHA Registration #4062329 (5 PANEL: N/N) for the Mare\_\_\_\_\_\_\_\_, Reg. #\_\_\_\_\_\_\_\_\_, for the Breeding Fee of \$2,500 plus Farm Fee of \$375 (Made payable to BVSS) during the 2025 breeding season, Feb 3<sup>rd</sup> to July 15<sup>th</sup>. A Non-Refundable booking fee of \$500 will be due when returning signed contract (booking fee will be deducted from breeding fee). This contract is non-transferable nor assignable without prior written consent from BVSS. Contracts that are not paid in full by July 15<sup>th</sup> of 2025 will be cancelled. Contracts paid in full but not utilized will be cancelled and refunded after July 15<sup>th</sup>.
- 2. If the Stallion should die or become unfit for service prior to the mare getting in foal, the Breeding Fee shall be refunded. Farm Fees are non-refundable.
- 3. Accounts will be billed monthly on or about the first of the month. Accounts are due in full on the 10<sup>th</sup> of the month. A finance charge of 1.5% per month on the unpaid balance will be added to all accounts, computed from the due date. THE MARE AND/OR FOAL WILL NOT BE RELEASED BY BVSS UNTIL THE ACCOUNT IS PAID IN FULL.
- 4. The owner must attach a copy of the mare's registration papers to this agreement and provide all other information as requested. The Owner agrees to breed the mare specified. If a mare change/substitution is needed, the first substitution is free of charge. Each additional substitution will have a \$150 charge unless extenuating circumstances apply. If that is the case, please give us a call. A fine of \$1,000 will be issued for inseminating any other mare without notifying BVSS first of the change, breeding a mare multiple times without the matching number of paid contracts prior to breeding, or breeding any mare without a current paid, new or rebreed contract in place.
- 5. 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 during the following season. THIS RE-BREED SHALL APPLY ONLY IF BVSS 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. The Owner shall pay Farm Fees for the mare, under the same terms set forth in this contract. BVSS has the option to require that the mare be brought in-house for the re-breeding. All re-breeds 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. If rebreed is not attempted in the following breeding season the rebreed contract will be voided.
- 6. This contract provides for one (1) Breeder's Certificate. If multiple embryos are retrieved from one breeding, an additional breeding fee will be assessed. It will be the responsibility of the Mare Owner to notify BVSS of the number of embryos transferred. If multiple embryos are desired and it takes more than one breeding, an additional contract is required for each breeding. If Mare Owner desires to do a frozen embryo, it will be their responsibility to pay all nomination fees. It is also the Mare Owner's responsibility to notify BVSS when the embryo is frozen and when utilized. If not reported by November 1st, the mare owner will be responsible for all late fees (\$100 per embryo). If ICSI procedure is used to produce multiple embryos, Additional Embryos Fees are as follows: Advertised breeding fee of year each embryo is utilized plus an Office Fee of \$300 each (all fees are due when recipient mare has a 60-day positive pregnancy check).
- 7. TO OBTAIN A "BREEDER'S CERTIFICATE" YOU MUST NOTIFY BRAZOS VALLEY STALLION STATION LP OF THE BIRTH OF THE FOAL. CERTIFICATE WILL NOT BE ISSUED IF THE ACCOUNT HAS NOT BEEN PAID IN FULL. THE STALLION OWNER IS RESPONSIBLE FOR SIGNING THE BREEDER'S CERTIFICATES.
- 8. Mare owner shall hold Stallion Owner and BVSS harmless for any accident, injury, theft, disease, sickness, or death suffered by the mare and/or foal, or any other cause of action whatsoever arising out of or connected in any way with On Farm Breeding. This includes but is not limited to, any claims of damages, loss or injury that may occur to any person or personal property.
- 9. In the event of any injury or death to the mare and/or foal, the mare owner will look solely to his/her own insurance. In the event anyone assesses a cause of action against Stallion Owner on account of injury or death to the mare and/or foal, BVSS shall be held harmless from any such cause of action including cost of defending same.
- 10. If it should become necessary for BVSS 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 BVSS all expenses and costs, including reasonable and necessary attorney's fees incurred by BVSS in enforcing this contract.
- 11. Any dispute related to this contract will be governed by the laws of the State of Texas and venue of any dispute arising from this Contract shall be in Erath County, Texas.
- 12. All International Clients or US Clients must pay with US Funds via Credit Card (3% Surcharge for MC, VISA, DISCOVER or 4.5% for AmEX), Wire Transfer (\$50 Surcharge) or check from a US Bank account.
- 13. If the stallion leaves BVSS management in the middle of the breeding season, BVSS will forward a copy of all contracts and records needed to the stallion owner after which will thus terminate all mare breeding contracts with BVSS.
  ON FARM:
- I. ALL CONTRACTS/PAPERWORK MUST BE IN BEFORE ARRIVAL.
- 2. The Breeding Fee and Farm Fee must be paid prior to or upon mare arriving at BVSS. Mare owner must attach a copy of the mare's registration papers to this contract and provide all other information as requested.
- 3. If your mare will be an embryo donor, BVSS can perform the embryo flush and transport the embryo to a separate embryo transfer facility of the Mare Owner's choice. BVSS can also transport the mare as needed to the embryo transfer facility of choice. The Owner must arrange for such service.
- **4.** BVSS will diligently try to settle the mare from Feb 3<sup>rd</sup>, 2025, through July 15<sup>th</sup>, 2025. The Mare Owner agrees to allow BVSS ample opportunity to settle the mare, including specifically breeding the mare through at least three (3) heat periods. If for any reason the mare does not settle, the Mare Owner will hold BVSS harmless.
- 5. The Farm Fee is non-refundable. The Farm Fee of \$375 includes collection of the stallion and record keeping. Not included in the farm fee are palpations, ultrasounds, routine inseminations, breeding soundness exams, special insemination procedures, uterine treatments, hormone therapy, diagnostic testing, and pregnancy checks. These items will be billed monthly.
- 6. The Mare must be healthy and in sound breeding condition. The Mare must be halter broken, able to be led, and able to handle safely in the stocks. BVSS reserves the right to refuse mares for the safety of the staff.
- 7. A current (within 12 months) negative Coggins is required. Mares arriving without a current Coggins will be tested at the mare owner's expense at the time of arrival. Vaccinations, deworming and farrier history must be provided when the mare is delivered for breeding. Vaccinations must be current within 90 days and shall include Encephalitis, Tetanus, Influenza, Rhinopneumonitis, West Nile, Rabies and if required, Strep Equi (Strangles). Mares arriving with inadequate vaccination history will be vaccinated at the Owner's expense at the time of arrival. The mare shall be de-wormed monthly at mare owner's expense while at BVSS regardless of history.
- 8. BVSS veterinarians will check the mare for normal breeding conditions and perform other such services as BVSS, in its sole judgment, deems necessary and the Owner shall pay the expense for such services. These services include, but are not limited to, deworming, farrier service, hauling fees, treatment for uterine infection, treatment for cuts and abrasions, preventative measures and breeding soundness examinations including culture and biopsy.

INITIALS:	

#### SHIPPED SEMEN:

- 1. ALL CONTRACTS/PAPERWORK MUST BE IN 72 HOURS PRIOR TO ORDERING SEMEN.
- 2. The Breeding Fee and Farm Fee as specified above must be paid prior to the first shipment of semen.
- 3. The Farm Fee includes the stallion collection, processing of the semen for shipment and all record keeping. Fees for shipments are as follows: Pick-up \$100; Priority Overnight FedEx \$250; Airline \$200 Airfare plus \$200 Courier Fee. Stallions are collected from February 3<sup>rd</sup> to July 15<sup>th</sup> on a set schedule. A collection can be found on our website.
- 4. Semen orders must be placed by 5 pm the day prior to shipment. Semen cancellations must be made by 8 Am of collection day.
- 5. There is no guarantee of semen delivery within a certain time frame nor the quality of semen at the time of arrival. In the event of insufficient semen on a particular breeding day, BVSS will ship shipments on a first ordered, first serve basis.
- 6. Depending on demand, mare owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available. If fresh semen is not available, mare owner has the option of receiving frozen semen if available. Fees for Additional frozen shipments via FedEx are \$300, Fees for Additional frozen semen Picked-up are \$150 (\$100 if Owner provides their own tank). Flights are not available when shipping frozen semen. Any unused frozen semen remains the property of the stallion owner and must be returned to BVSS at the mare owners' expense.
- 7. DO NOT ORDER SEMEN VIA EMAIL, TEXTING OR ANSWERING MACHINE. YOU MUST TALK TO BYSS PERSONALLY TO ORDER SEMEN.
- 8. ALL SHIPPING BOXES MUST BE RETURNED to BVSS, at the mare owner's expense within 5 days of shipment. There will be a charge of \$50 for shipping containers that are not returned

#### **SHIPPED FROZEN SEMEN:**

- . ALL CONTRACTS/PAPERWORK MUST BE IN 72 HOURS PRIOR TO ORDERING SEMEN.
- 2. All shipments must be ordered by 5pm (CST) THE DAY BEFORE, semen cancellations must be made by 8am of collection day.
- 3. Frozen semen only will be available for this breeding contract. Farm Fees are non-refundable.
- 4. The Breeding Fee and Farm Fee as specified above must be paid prior to the first shipment of semen. Fees for shipments are as follows: Pick-up \$150 (\$100 if vapor shipper is provided). No airline shipments are available for this contract. Shipment of frozen Semen via FedEx are \$300 each.
- 5. Mare owners requesting frozen semen should expect to receive one dose. Any unused frozen semen remains the property of the stallion owner and must be returned to BVSS at the mare owner's expense.
- 6. ALL VAPOR SHIPPERS MUST BE RETURNED TO BVSS at the mare owners' expense within 5 days of shipment. If the vapor shipper is NOT returned, mare owner will be charged for the FULL replacement value.
- 7. DO NOT ORDER SEMEN VIA EMAIL, TEXTING OR ANSWERING MACHINE. YOU MUST TALK TO BVSS PERSONALLY TO ORDER SEMEN.

### **CANADIAN SHIPPED FRESH/FROZEN:**

- 1. ALL CONTRACTS/PAPERWORK MUST BE IN 72 HOURS PRIOR TO ORDERING SEMEN.
- 2. All International Health Certificates (\$150) will be at mare owner's expense. NO SHIPMENTS ON SATURDAYS OR SUNDAYS. Flights are not available to Canada.
- 3. Fresh Semen Shipment fees are as follows: \$250 each for FedEx Priority International, plus Health Certificates (\$150) and must be paid prior to shipment.
- 4. Frozen Semen Shipment fees are as follows: \$300 each for FedEx Priority International, plus Health Certificates (\$150) and must be paid prior to shipment.
- 5. All shipments must be ordered by 5pm (CST) THE DAY BEFORE, semen cancellations must be made by 8am of collection day.
- **6.** Mare owners requesting frozen semen should expect to receive one dose. Any unused frozen semen remains the property of the stallion owner and must be returned to BVSS at the mare owner's expense.
- 7. Mare owner must attach a copy of the mare's registration papers to this agreement and provide all other information as requested. The mare owner agrees to use the semen shipped solely to breed the mare specified.
- 8. ALL VAPOR SHIPPERS MUST BE RETURNED TO BVSS at the mare owners' expense within 5 days of shipment. If the vapor shipper is NOT returned, mare owner will be charged for the FULL replacement value.
- 9. DO NOT ORDER SEMEN VIA EMAIL, TEXTING OR ANSWERING MACHINE. YOU MUST TALK TO BVSS PERSONALLY TO ORDER SEMEN.

Check all boxes that apply:				
Carry: ET: ET Facility Choice:				
On Farm: On Farm Frozen: Shipped Semen: Sl	hipped Frozen Semen:			
Canadian Shipped Semen: Canadian Shipped Frozen Se	emen: Rebreed/Return:			
Comments:				
	For Office Use Only			
CONTRACT OWNER:	For Office Use Only  BVSS/AGENT: Lisa Szwejbka			
CONTRACT OWNER:				
	BVSS/AGENT: Lisa Szwejbka			
ADDRESS:	BVSS/AGENT: Lisa Szwejbka  BVSS SIGNATURE:  ACCEPTANCE DATE:			



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# **2025 ON FARM INFORMATION SHEET**

## RETURN THIS FORM WITH BREEDING CONTRACT AND COPY OF REGISTRATION PAPERS

Mare Name:	AQHA #:	AGE:
Contract Owner:	Billing Email Address:	
Billing Address		
City, State, Zip:		Phone: ()
Agent (Person Dropping off Mare) Name/ I	Phone:	
ALL BILLING SEN	IT VIA EMAIL- PLEASE CHECK YOUR	SPAM!!!!
Chau Mara Chall Only Doctyns		
Show Mare Stall Only Pasture		
STALLION:		
nsurance Info:		
Embryo Transfer: Yes No ET Faci		
	R HAVING RECIP FACILILITY ARRANGE TO ANY EMBRYO TRANSFERS.	GEMENTS COMPLETE
6 Panel Results:		
EWT Date: West Nile	eFlu	
Rhino Strep	Rabies	
Last Farrier Name / Number		
Does this mare require Regumate: Yes	No Pergolide/ Prascend:	Yes No
Culture Date: Culture Resul	lts:	
Other Pertinent Mare Info:		

\*\*\* ALL PAPERWORK MUST BE SUBMITTED 72 HOURS PRIOR TO ORDERING SEMEN \*\*\*

# **VETERINARIAN INFORMATION FOR SHIPPED SEMEN**

Veterinarian Clinic:				
Veterinarians' Name:				
Veterinarian Email:				
Shipping Address:				
City, State, Zip:				
Office Phone#:	Cell Phone#:			
NEAREST MAJOR AIRPORT:				
9	CREDIT CARD AU	<u>THORIZATIO</u>	N FORM	
			PRIOR TO ANY PROCEDURES IN ACCEPTED WITH A 4.5% PROCESSIN	
THERE IS A 3% PROCESSIN	IG FEE FOR CREDIT CARD P	ATPIENT AND APIEX A	ACCEPTED WITH A 4.570 PROCESSIN	IG FEE
Email for Insemination Feed				
(An email will be sent to thi	is address 14 days after th	ne shipment goes ou	t for a pregnancy update.)	
BILLING EMAIL:				
Credit Card Type:	Credit Card !	Number:		
Expiration I	Date (MO/YR):	Securit	y Code:	
Name on Credit Card	l:			
Billing Address:				
City, State, Zip:				
Signature:		Dat	e:	
Do you authoriz	e BVSS to use this cre	edit card for the I	Breeding Fee & Farm Fee?	
Yes, Full Amo	ount When Contract is	s Received	•	,

Do you authorize BVSS to use this credit card for future shipping charges (If necessary)?

Yes No