

General Information for Breeding to Stallions Owned by the Penn State University Horse Barn

Booking Fee:

\$200 Booking Fee –Non Refundable (is part of the Breeding Fee)

Contact Information for Questions, sending Breeding Contracts, and Ordering Semen:

- Mailing Address: The Pennsylvania State University Horse Barn, University Park, PA 16802
- Barn Phone: 814-863-0834
- E-mail: eaj10@psu.edu

Contacts:

1. Ed Jedrzejewski, DVM, Horse Herd Manager
2. Chris Grant, Assistant Horse Herd Manager

Other Contact for Questions or Problems. DO NOT USE TO ORDER SEMEN.

Brian Egan
Horse Unit Coordinator
814-863-0569
began@psu.edu

Breeding Contract Information:

1. Select either “**Bred on the Farm**” or “**Shipped Cooled Semen**”.
2. Complete all information on the breeding contract, sign, and return it to The Pennsylvania State University Horse Barn c/o Ed Jedrzejewski, DVM, or Chris Grant.
 - A. If you are breeding via **Shipped Cooled Semen**, complete and return Form A "Shipped Cooled Semen" and provide a copy of this to the veterinarian that is managing the breeding of your mare. Please note this is extremely important because this includes the address for where the semen is to be shipped.
 - B. If you are sending your mare to the farm you will need to complete and return Form B, Mare Information/Disclosure Statement~Breeding at Farm.
3. Enclose Non-refundable Booking Fee (\$200.00) with contracts.
4. Enclose copy of mare’s papers (front and back).

Once The Pennsylvania State University has accepted and executed the Breeding Contract, a copy will be returned to you.

Penn State University Horse Farm 2017 Breeding Contract

PSU Dynamic Krymsun

This contract is entered into and is between The Pennsylvania State University, referred to as "Farm" or "Stallion Owner" and Mare Owner who is the owner or lessee of mare described below. This contract sets forth the rights and responsibilities of the parties for the 2017 breeding season. To complete the agreement, the mare owner must also complete either Form A, "Cooled Shipped Semen", or for mares to be bred at the farm Form B, "Mare Information/ Disclosure". The form(s) needed will be noted on Page 3 in the section "Additional Terms and Conditions." The stallion providing breeding services under this contract is **PSU DYNAMIC KRYMSUN** (stallion). Mare Owner is the owner or lessee of a certain registered mare having the registered name of _____, Registration # _____, breed _____. It is now agreed between the parties as follows:

Booking and Stallion Fee: Mare Owner agrees to pay a non-refundable booking fee of \$200 to reserve a breeding for the year 2017, which shall be part of the Stallion Service Fee. The farm hereby agrees to breed the stallion, **PSU DYNAMIC KRYMSUN**, to the mare belonging to Mare Owner as described above for the total breeding fee of **\$1000.00**. The breeding fee paid is only for the above mentioned mare. Multiple pregnancies are prohibited. In the event that an additional mare is inseminated and a foal results; an additional full stallion service fee will be due and payable to the Farm.

General conditions of contract~

1. **Live Foal Guarantee:** This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal, which stands and nurses without assistance and lives for twenty-four (24) hours. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one month from the date of death of the fetus/foal, or in the alternative, a sworn statement from a veterinarian that the mare is no longer in foal and the date of the fetus loss is unknown. When applicable, proof that the mare had been given Rhinopneumonitis vaccinations during her fifth, seventh, and ninth months of gestation must also be provided. If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege in the current season 2017 or the following breeding season 2018. The stallion owner must be notified within six (6) months of the mare's due date if a live foal does not result from the breeding covered by this contract. Arrangements to rebreed the mare during the year that the mare was expected to foal or to use the breeding in a future breeding season must be made within six (6) months of the mare's due date or the "Live Foal" guarantee will become null and void. Third year rebreeds are subject to an additional booking fee plus any increases in the breeding fee. There is no live foal guarantee on third year rebreeds. At the sole discretion of the farm, substitution of a different mare will be allowed for second or third year rebreeds.
2. **Death of stallion:** In the event of the death, debilitating injury, or sale of the above-named stallion, this contract shall become null and void. The breeding fee will be refunded to the mare owner if the mare has not been bred. In the event of the stallion's death, debilitating injury, or sale prior to the delivery of a live foal, the Live Foal guarantee as described above shall become null and void. If the mare is bred, but does not produce a live foal in the subsequent year; evidenced by a sworn statement from a licensed veterinarian, the mare owner may choose to breed to one of the other university stallions, or receive a refund of the breeding fee less the non-refundable booking fee.
3. **Death of mare:** Should the mare die or become unfit to breed prior to breeding, the mare owner shall be required to breed a substitute mare to the stallion, or, a transfer of the breeding may be allowed at the sole discretion of the farm. NO refunds shall be permitted. NO other fees or charges are refundable except as described in this paragraph. NO fees related to board or breeding the mare are refundable.
4. **Breeding season:** It is understood that the breeding season for the farm commences on February 15 of the calendar year and terminates July 1 of the same calendar year for all stallions. Mares that do not come into

season or are not settled within this breeding season as described above shall be carried over to the following year. There are no free shipments in the rebreed year.

5. **Liability:** The Farm shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the mare and/or foal at side, or any other problem whatsoever arising out of or connected in any way with the breeding or boarding of the mare and/or foal unless the Farm directly caused the injury due to gross negligence or willful and wanton misconduct on their part in breeding, handling, and/or keeping of the mare. The mare owner is responsible for designating a fair value for the mare to be bred on "Form B" Mare Information/Disclosure Statement. The mare owner fully understands that the Farm does not carry any public liability, accidental injury, theft or equine mortality insurance on any outside horses in its possession, custody or control for breeding and boarding and that all risks connected with the breeding and boarding of the mare and/or mare and foal are to be borne by the mare owner.
6. **Medical care of mare and/or foal:** In the event of colic or life threatening illness of the mare and/or foal all possible means available will be used to contact the mare and/or foal's owner to discuss treatment options; however, if the Farm is unable to contact the mare and/or foal's owner all means available will be utilized to save the mare/foal unless otherwise specifically instructed by the mare owner, including referral for surgery or other treatment not available at the Farm, if recommended by the farm veterinarian. The mare owner will pay any and all costs associated with the treatments or other expenses. The mare owner must waive/exclude specific veterinary care in writing on Form B, "Mare Information/Disclosure Statement addendum" to this breeding contract.
7. **Non-pregnant mares:** Mare Owner agrees to hold Stallion Owner/Farm harmless if Mare does not settle.
8. **Governing Law and Legal Venue:** This contract shall be governed by the laws of the Commonwealth of Pennsylvania. Any and all legal actions arising out of this contract shall take place in the local courts of the County of Centre, Pennsylvania.
9. **Waiver of terms and conditions:** Failure of stallion owner in any one or more instances to enforce or insist upon performance of any of the terms or conditions contained herein, or to exercise any right or privilege hereunder, shall not be construed as a waiver of any of stallion owner's rights or privileges hereunder.
10. **Severability:** If any portion of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
11. **Payment of all charges and fees:**
 - Any applicable shipped semen charges will be billed at the end of the current breeding (heat) cycle and must be paid in full prior to any requests for semen shipments in a subsequent breeding (heat cycles), these fees include but are not limited to counter-to-counter fees, overnight shipping fees, or Equitainer late fees.
 - The chute fee, accrued board, veterinary expenses, mare care, farrier expenses, and other related charges shall become due and payable prior to or at time of pick-up of the mare.
 - The mare owner agrees to pay all charges when due and should the mare owner fail to do so, the farm is entitled to recover any costs, interest, expenses and attorney's fees expended in collection. In addition, we reserve the right to withhold the issuance of a Stallion Service or Breeder's Certificate.
 - Checks should be made payable to The Pennsylvania State University and mailed to: The Pennsylvania State University Horse Barn, University Park, PA 16802
 - We are currently unable to accept credit cards for payment

Please complete the applicable form depending on how you plan to breed your mare:

Form A, "Cooled Shipped Semen" Executed & Attached; Date: _____

Form B, "Mare Information/ Disclosure" Executed & Attached; Date: _____

Additional Terms and Conditions: _____

MARE OWNER/LESSOR (Please Circle One):

Name: _____ Farm Name: _____

Address: _____

Day/Work Phone: _____ Mare Owner/Lessor AQHA ID# _____

Evening/Home Phone: _____ Mare Owner/Lessor SS# _____

Fax No: _____ Cell Ph: _____ Email: _____

Other Contact information: _____

Agent for Mare Owner (If Applicable):

Agent Daytime Phone: _____ Agent Evening Phone: _____

Agent Fax: _____

NOTE: If Mare is Leased: A Copy of AQHA Lease Agreement MUST be Attached

Mare Owner/Lessor Signature _____ Date: _____

The Pennsylvania State University (agent) _____ Date: _____