

**2021 Stallion Service Contract  
Best Brew At The Bar**

This agreement is made between \_\_\_\_\_ (“Mare Owner”)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Phone \_\_\_\_\_ E-mail \_\_\_\_\_

And the University of Florida acting as “the Agent” for Sarah P. Nimigan (“Stallion Owner”).

The mare owner agrees to breed the mare named \_\_\_\_\_

And that she/he is the registered owner or lessee of the mare.

**Copy of Mare’s Registration Paper(s) must accompany this contract.**

- Primary Association: Mare Registration # \_\_\_\_\_
- Secondary Association: Mare Registration # \_\_\_\_\_

**(It is the responsibility of the mare owner to provide accurate mare information. Missing or wrong information may delay reporting and result in additional fees to be paid prior to release of Breeder’s Certificate.)**

This agreement is subject to the following:

1. This agreement is for one service to the stallion **Best Brew At The Bar** for the **2021 breeding season** at a cost of **\$1,500** plus any additional fees stated below. Breeding right is permitted only to the mare stated in this contract without exception.
2. **Fees:**
  - a. **\$250 non-refundable Booking Fee**
  - b. **\$1,500 Stud Fee**
  - c. **\$350 Collection/Shipping Fee per collection for overnight shipments**
  - d. **\$425 Collection/Shipping Fee per collection for same day shipments**
3. **Payment:**
  - a. **All fees are to be paid to the University of Florida. Credit cards are subject to a 2.5% processing charge.**
  - b. **All fees must be paid prior to collection and shipment.**
4. **Semen is available for shipment on Mondays, Wednesdays and Fridays. The breeding season begins February 8, 2021 and ends May 31, 2021.**
5. **The Mare Owner must give 24-hour notice to the University of Florida Horse Teaching Unit prior to shipment.**
6. **All shipment requests must be cancelled by 9:00 AM (EST) the day of shipment. Shipments not cancelled by 9:00 AM (EST) will be billed at the full collection/shipment fee.**
7. **Shipping containers must be returned to the University of Florida Horse Teaching Unit in clean condition within 10 days of shipment or Mare Owner will be billed the cost of the container.**
8. **NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERRED BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME**

**PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION LOCATION OR WILL BE WARMED/THAWED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY, OR CHARACTERISTICS WILL BE GIVEN.**

9. Mare Owner agrees that risk of loss transfers to the Mare Owner upon transfer to the transportation company.
10. The breeding must be done at a QUALIFIED BREEDING FACILITY or under supervision of an APPROVED VETERINARIAN/BREEDING CENTER. If Mare is not in foal after three semen shipments pursuant to this Agreement, Mare Owner agrees to have Mare's reproductive status evaluated by a licensed veterinarian and reported to the University of Florida Horse Teaching Unit. If Mare is unsuitable for breeding, it will be in the Stallion Owner's sole discretion whether to accept any substitute mare.
11. Mare Owner shall not sell, gift, donate or assign this breeding contract. Substitution of mares is forbidden without the express written consent of Stallion Owner. Attempts to assign or substitute without prior written consent of Stallion Owner will terminate this agreement and release Stallion Owner from its obligations.
12. This contract is for one foal only and should more than one embryo result from a breeding "Mare Owner" must pay an additional Booking and Stallion Service Fee for each additional embryo. No breeding certificate for any foal shall issue without additional payment.
13. Both parties agree to diligently try to settle the Mare. If Mare does not settle, Mare Owner will hold Stallion Owner and the University of Florida harmless from loss or damage. Neither Stallion Owner nor the contracted breeding farm is liable for any injury, sickness, disease, genetic defect or death of Mare or her Offspring arising from the exercise of the breeding privileges granted herein. Neither is the Mare Owner liable for any injury, sickness, disease, or death of stallion arising from the exercise of the breeding privileges granted herein. Requisite insurance is the responsibility of the respective parties.
14. Stallion Owner/Agent will issue a breeding certificate upon:
  - a. Notification of birth of a live foal.
  - b. All charges have been paid in full.
15. Live foal guarantee: "Live Foal" is defined as a foal born alive that stands and nurses. It is understood that if the Mare proves barren, aborts her foal, or foal is stillborn or otherwise does not meet the definition of "live foal", a re-breed will be provided for the following year ONLY, upon the payment of a re-breed fee of \$250.00 (plus collection/shipping).
16. The Mare Owner agrees to comply with all appropriate breed registry requirements concerning the use of cooled/frozen semen.
17. This Contract represents the entire agreement between the parties. No other agreement or promises, verbal or implied, are liable unless specifically stated in this written contract. Each party should individually initial additional conditions. When Mare Owner and Breeder sign this contract, it will then be binding on both parties, subject to the above terms and conditions.
18. This contract is entered in the State of Florida and will be interpreted and enforced under the laws of the state. If any clause in this Contract is against State Law, then that clause will be null and void.

Signature Mare Owner \_\_\_\_\_ Date \_\_\_\_\_

Signature Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_