

SHO CAT 2023 Stallion Service Contract
LUIS PERFORMANCE HORSES

We are delighted that you have decided to include our stallion in your **2023** breeding program and we look forward to having the opportunity to serve you. Please keep in mind that a stallion's book is filled on the basis of those booking fees received first. PLEASE RETURN the completed breeder's CONTRACT with your STALLION SERVICE FEE OF \$1250.

LUIS PERFORMANCE HORSES stallion SHO CAT will be standing with a limited book in **2023**. Mares booking to him must submit as much information as possible to be approved for this breeding. This information may include earnings record, produce record and conformation pictures, in addition to the required copy of the mare's registration papers.

All MARE OWNERS are required to provide valid credit card information and authorization to charge the credit card regardless of the form of payment utilized to pay the breeding fee, semen collection, processing and shipping fees. This credit card will be utilized in the event that the semen shipping container or any of its original contents are not returned within 7 days of shipment or is damaged OR IN THE EVENT that the check or previous form of payment is returned or withdrawn for any reason. This authorized credit card will remain on file for the current breeding season.

This contract dated _____ is between _____, herein referred to as Mare Owner(s) and **LUIS PERFORMANCE HORSES**, herein referred to as STALLION OWNER. Mare owner has engaged one service to the stallion **SHO CAT** Registration No. **5813364** for the mare # _____ for the **2023** breeding season, **beginning February 15th and ending JUNE 30th**. The following conditions of service are mutually agreed between Mare Owner/Agent, named above and **LUIS PERFORMANCE HORSES** upon execution of this contract:

\$1250.00 - 2023 STALLION SERVICE BREEDING FEE: INCLUDES CHUTE FEE AND FIRST PRIORITY FED-EX SHIPMENT. TO BE PAID IN FULL TO: LUIS PERFORMANCE HORSES AT THE TIME OF BOOKING. (INCLUDING ALL ON FARM PICK-UP AND MARES BRED AT THE FARM.)

\$650.00 - RE-BREEDINGS, GIVEAWAYS, DONATED & STALLION AUCTION BREEDINGS ARE SUBJECT TO THIS NON-REFUNDABLE FEE. THIS FEE INCLUDES THE CHUTE FEE AND 1 STANDARD FED-EX PRIORITY OVERNIGHT SHIPMENT. (EXCLUDES CANADA, HAWAII AND ALASKA)

ADD ON'S LISTED BELOW.

ADD \$250 TO UPGRADE TO FED-EX "FIRST" OVERNIGHT SHIPMENT~TOTAL \$1500.00

ADD \$250 FOR UPS SHIPMENT~TOTAL \$1500.00

ADD \$350 FOR COUNTER TO COUNTER SHIPMENT~TOTAL \$1600.00

ADDITIONAL TERMS: SATURDAY COLLECTIONS:

Only available for Counter to Counter \$1750.00, on the farm pick up \$1350.00 and mares bred at KsCER \$1350.00.

\$150 added to all fees for SATURDAY COLLECTIONS

ALL FEES TO BE PAID TO LUIS PERFORMANCE HORSES AT THE TIME OF BOOKING.

****NO SUNDAY COLLECTIONS****

\$1000.00-PAID IN ADVANCE~ HOLIDAY SPECIALS~INCLUDES BREEDING,CHUTE FEE AND 1 FED-EX PRIORITY OVERNIGHT SHIPMENT, MONDAY, WEDNESDAY OR FRIDAY ONLY!

1. COOLED TRANSPORTED SEMEN AVAILABLE

a. **Cooled Semen Expenses: BREEDING FEE and Fedex Priority Overnight shipping fees will be paid directly to LUIS PERFORMANCE HORSES.** A \$650 fee will be charged for each extra Fed-Ex Priority Overnight shipment of semen in the event that the mare does not take the first time. This covers all costs associated with the semen shipping process, including lab, collection, handling costs and **FedEx Priority Overnight** shipping.

b. If semen is shipped to Canada, mare owner will be responsible for paying all additional costs, including, but not limited to: Taxes, duties, import fees, courier fees, and USDA charges.

c. **Orders and Cancellations: Mare Owner must confirm order of semen 2 DAYS IN ADVANCE prior to shipment. Cancellations must be made by 7AM CST THE DAY BEFORE the shipment. Cancellations after this will be subject to a cancellation fee OF \$500. CALL OR TEXT (405) 983-9745 TO ORDER SEMEN WITH SHARI AT LUIS PERFORMANCE HORSES. COLLECTION DAYS ARE MONDAY, WEDNESDAY AND FRIDAY. SATURDAY COLLECTION IS AVAILABLE IN AN EMERGENCY WITH EXTRA FEES ATTACHED.**

c. **Equitainer:** The Mare Owner understands that the Equitainer is the property of the Breeding Facility and that the Mare Owner does not obtain rights to the Equitainer by virtue of this agreement. Should the Mare Owner fail to return the Equitainer within 5 business days after receipt, \$450.00 will be charged to the Mare Owner to cover the cost of the Equitainer. The cost of returning the Equitainer is the responsibility of the Mare Owner.

d. The responsibility for conception is on the Mare Owner. Therefore, a qualified, experienced licensed veterinarian competent in the use and handling of cooled semen should perform the insemination. The Breeding Facility may refuse to ship semen if the Breeding Facility believes the insemination is not proper or the mare is not healthy. The Breeding Facility reserves the right to request a negative uterine culture and a uterine biopsy performed prior to shipment of semen. The Mare Owner agrees to comply with all requirements concerning the use and handling of cooled semen. The Mare Owner agrees to perform the insemination within twenty-four (24) hours of receipt of cooled semen.

e. **Cooled Semen Disclaimer:** Semen is shipped on a first call, first serve basis with on farm mares receiving first priority. **Please remember that a cooled semen contract does not guarantee semen will be available.** Stallion Owner and/or Breeding Facility makes no representation of warranties, expressed or implied, regarding the cooled semen delivered under this agreement, including and without limitation, representations or warranties that the cooled semen will safely reach the insemination point without losing its integrity, quality or other characteristics. The Breeder also shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that cooled semen will be available at the time requested by the mare owner.

3. FEES: ALL FEES ARE DUE AND PAYABLE AT THE TIME OF BOOKING. All mare care fees and veterinary expenses become due and payable prior to the mare's departure.

4. MULTIPLE EMBRYOS: If an embryo transfer, from a single flush, results in multiple pregnancies, the mare owner will be required to sign an additional contract and another Stallion fee will be due prior to issuing a breeders certificate for the resulting foals.

5. BREEDERS CERTIFICATE: A "Breeders Certificate" will be issued upon notification of the birth of the foal, only after all fees are paid in full including any past due board bills or veterinary charges on any horse owned by the mare owner.

6. LIVE FOAL GUARANTEE: This contract contains a "Live Foal Guarantee". A live foal is defined as a new born foal which stands and nurses without assistance. Should a live foal not be produced from this breeding a rebreed will be honored for the **following year only (2024)** with a rebreed fee of **\$650**. Rebreed privileges shall apply only if the Stallion Owner and Breeding Facility is notified within seven (7) days thereof, and receives a veterinarian's statement confirming death.

7. REBREED: If the mare does not return for rebreeding in **2024**, and other arrangements have not been made, any and all fees paid shall be forfeited. The right to a rebreed is cancelled and the Stallion Owner and the Breeder are released from all further obligations to this contract.

8. If the mare dies, or is deemed unfit to breed, during the breeding season (a veterinarian report will be required as verification) a substitute mare, owned by the same owner and approved by the Stallion Owner may be bred without any additional breeding fee. Transfers of fully paid breeding contracts to a new owner will be subject to a **\$600.00 transfer fee** payable to the Stallion Owner.

9. The undersigned agrees that the breeder and its agents and employees will not be responsible for accident, injury, sickness or death to the mare or its foal; whether from fire, flood, theft, act of God, negligence by the stallion owner, breeder or any of its agents or employees, or for any other reason. The undersigned agrees to and shall indemnify and hold harmless the stallion owners and breeder and its agents and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind. This includes all expenses of litigation, court costs & attorney's fees, for injury to or

death of the mare or its foal arising out of or in connection with the services performed by the breeder under this contract, regardless of whether such injuries or death are caused in whole or in part out of negligence of the breeder or its agents or employees.

10. The parties further agree that should the Stallion die or become unfit for breeding purposes, this contract shall become null and void and any money paid on the stallion fee, except a NON-REFUNDABLE \$650 booking and chute fees, shall be refunded to the Mare Owner. If the Stallion sells it will be with a binding contract for the new owners to guarantee full service and execution for all existing paid contracts.

11. ENTIRE AGREEMENT / GOVERNING LAW / VENUE. This Agreement contains the entire agreement between the parties and may be amended only in writing signed by each of the parties. Missouri law governs this Agreement, all of the terms and provisions of which are performable in Missouri. UNDER MISSOURI LAW (76 OKL. ST. ANN. S 50.1) AN EQUINE OR LIVESTOCK ACTIVITY SPONSOR OR EQUINE OR LIVESTOCK PROFESSIONAL IS NOT LIABLE FOR THE DEATH OR INJURY TO A PARTICIPANT IN, OR SPECTATOR, OR BYSTANDER TO THE EQUINE OR LIVESTOCK ACTIVITY DUE TO THE INHERENT RISKS INVOLVED IN LIVESTOCK OR EQUINE ACTIVITIES.

A COPY OF THE REGISTRATION PAPERS MUST ACCOMPANY CONTRACT. OWNER RECORDED ON REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

Mare Owner Information:

Owner: _____

Address: _____

Phone: _____

Email: _____

This contract shall be binding upon the parties hereto upon execution hereof, and the same may not be altered or amended, except by written mutual consent of the parties hereto. I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS ENTIRE BREEDING CONTRACT AND AGREE TO ALL TERMS CITED WITHIN.

Signature of Stallion Owner or Agent

Signature of Mare Owner

Date

Date

Thank you for including SHO CAT in your 2023 breeding season.

PLEASE SCHEDULE 2 DAYS IN ADVANCE

PLEASE RETURN CONTRACT TO:

LUIS PERFORMANCE HORSES
SHO CAT PARTNERS
4373 S. 165TH RD.
BOLIVAR, MISSOURI 65613

ORDER SEMEN 2 DAYS IN ADVANCE

PHONE: (405) 983-9745

LUISPERFORMANCEHORSES@GMAIL.COM

BREEDING FACILITY

KANSAS CENTER FOR EQUINE REPRODUCTION

760 N. 950 Rd.
Lawrence, KS 66047
United States

(785) 813-5922

vet@kansasequinerepro.com

**LUIS PERFORMANCE HORSES
SHO CAT PARTNERS
4373 S. 165TH RD.
BOLIVAR, MO 65613
(405) 983-9745 office**

2023 Mare Information Sheet

PLEASE RETURN THIS FORM WITH YOUR CONTRACT AND COPY OF MARES PAPERS

MARE: _____ CARRY OR EMBRYO TRANSFER

STALLION: _____

MARE OWNER: _____

BILLING ADDRESS: _____

PHONE: _____

EMAIL: _____

SEMEN SHIPPING INFORMATION

VETERINARIAN: _____

CLINIC NAME: _____

FEDEX SHIPPING ADDRESS: _____

PHONE: _____

EMAIL: _____

DOES THIS ADDRESS RECEIVE SATURDAY FEDEX DELIVERY? YES NO

SATURDAY DELIVERY ADDRESS: _____

NEAREST MAJOR AIRPORT: _____

CREDIT CARD PROCESSING AVAILABLE. PLEASE USE PAYPAL ADDRESS LISTED BELOW OR TEXT SHARI FOR WIRE TRANSFER INSTRUCTIONS. THERE WILL BE A 25.00 FEE FOR ALL WIRE TRANSFERS.

CREDIT CARD INFORMATION

A VALID CREDIT CARD MUST BE ON FILE FOR ALL CONTRACTS, NO EXCEPTIONS

CREDIT CARD TYPE: VISA MASTERCARD AMEX DISCOVER

CREDIT CARD NUMBER: _____

EXPIRATION DATE: _____

SECURITY CODE: _____

NAME ON CARD: _____

BILLING ADDRESS: _____

I AUTHORIZE LUIS PERFORMANCE HORSES TO CHARGE THIS CREDIT CARD FOR ALL FEES ASSOCIATED WITH THIS BREEDING CONTRACT. *** **THERE WILL BE A 4% FEE FOR STALLION BREEDING FEES PAID BY CREDIT CARD OR PAYPAL.**

SIGNATURE AUTHORIZATION: _____ DATE: _____

- **I WILL BE PAYING WITH PAYPAL: ADDRESS IS: LuisPerformanceHorses@gmail.com**
- **I WILL BE PAYING WITH A CREDIT CARD**
- **I WILL BE DOING A WIRE TRANSFER**

