



DOUBLE C ACRES, INC. 4800 PAX HILL RD. MORGANTON, NC 28655  
828-758-5203

Name: \_\_\_\_\_ cell phone: \_\_\_\_\_

Address: \_\_\_\_\_ alt. phone: \_\_\_\_\_

Email: \_\_\_\_\_

MARES NAME \_\_\_\_\_ BREED \_\_\_\_\_ REG# \_\_\_\_\_

This certifies \_\_\_\_\_ (your name) herein after referred to as Mare Owner, has engaged Service to \_\_\_\_\_ (Stallion) for the 20\_\_\_\_ Breeding season for a fee of \$ \_\_\_\_\_ (USD). DCA is agent for the above named stallion and will herein be referred to as breeder.

SPECIAL INSTRUCTIONS


This contract entered into on the date of acceptance, by and between the designated (mare owner) and stallion (breeder) Owner who mutually agree to abide by the following terms and conditions.

Mare owner agrees to breed the listed mare to the servicing stallion for the specified service fee, which includes a non-refundable booking fee. A copy of the registration papers of the mare must accompany this contract. The owner recorded on that registration certificate will be recorded on the stallion breeding report.

**1. Breeding fee:** Upon acceptance of this contract, DCA reserves for Mare Owner a breeding service for mare during the 2010 season (02/01/2010 - 05/31/2010) to the Stallion for one (1) resulting foal. The breeding fee \$ \_\_\_\_\_ for the Stallion \_\_\_\_\_, which mare owner agrees a) To pay in full prior to the initial shipment of transported cooled or frozen semen, or b) Mare is being bred at DCA will be paid prior to Mare leaving DCA.

**2. Transported Cooled/Frozen Semen:**

- a. Each shipment of semen shall incur a Shipping & Handling Fee of \$250, which includes FedEx overnight transportation. Friday shipments will now incur a \$25.00 up-charge for Saturday delivery.
- b. Equitainer/Box is required to be returned to DCA within 5 days of original shipment date. Delay in return will incur a fee of \$20.00 per day until it is returned.
- c. Semen will be collected on breeding days Monday-Wednesday-Friday. Semen orders must be received by 5:00pm EST on the day before the requested collection date. Late orders will be filled if possible, but not guaranteed.
- d. Mares are required to be in sound breeding condition as determined by a licensed veterinarian. If the mare is barren or open, DCA requires the submission of a recent negative intrauterine culture and biopsy. Wet and maiden mares over 3 yrs of age are required to be examined by a veterinarian either by palpation or ultrasound.
- e. Mare owner agrees to have the mare examined for pregnancy by a veterinarian at 18-20 days post ovulation and again at 45 days. DCA is not responsible for lost, delayed or damaged semen and makes no representation or warranties of any kind with respect to semen except that it is the above named stallion's specimen and was viable semen at the time of shipment. This contract cannot be assigned or transferred without prior consent.

- f. The semen must be used for the mare under this contract only.

### 3. On Farm Breeding:

- a. Authorization to service: Mare Owner agrees DCA may authorize a licensed veterinarian to check Mare for normal breeding conditions and perform such other veterinary services, including but not limited to a uterine culture, and breeding method deemed necessary to provide an optimum condition for conception, and for the treatment and protection of the Mare and/or foal at side. If however, mare does not conceive, DCA shall be held harmless. Mare Owner agrees DCA may request a Ferrier to perform routine care for Mare. Such veterinary and Ferrier services shall be at Mare Owner's expense and shall be paid upon presentation of the charges; all charges must be paid in full prior to release of Mare
- b. Mare will be in healthy and in sound breeding condition, free from infection, contagious disease. A veterinarian's health cert. and current 12 mth coggins test shall be furnished upon delivery of mare to DCA. Mare shall be halter broke. DCA representatives have the right to refuse a mare that they deem a danger to anyone at the farm.
- c. It is understood that the breeding farm, its owners, employees, veterinarians, and guests will not be held responsible for any accident, sickness, or death to the mare and/or her foal. All due care will be exercised by the Stallion Owner and their employees concerning mare and/or her foal. Likewise, the Mare Owner shall not be responsible for any injury, illness, or death to the stallion arising out of the services contracted for in this agreement.
- d. Agreement to Pay: Mare Owner agrees to pay all DCA charges promptly. All invoices will be sent by e-mail on or close to the 1<sup>st</sup> of every month and are due upon receipt. No mare will be released until all charges are paid in full to DCA pursuant to this contract. Mare Owner hereby grants to DCA a lien on Mare and foal produced by this agreement to further secure any sums due hereunder, and agrees that a copy of this contract may be filed or recorded by DCA in lieu of a UCC Financing Statement.
- e. Mare Departure: Mare owner must schedule with DCA the Mare's departure a Minimum of 48 hours in advance to all DCA sufficient time to prepare a final invoice of charges.

### 4. Live Foal Guarantee

- a. If Mare fails to conceive, aborts the foal, dies or the foal dies within twenty four (24) hours of birth, DCA guarantees a return breeding in the 2011 breeding season only, provided that within one week of birth or abortion of said foal or death of Mare DCA is provided certification by a licensed veterinarian that the foal was not a "live foal" and that the death of the foal and/or Mare was not due to the negligence of Mare Owner, Mare Owners agents or the employees thereof.
- b. A chute fee of \$250 plus 2011 fees for shipments and collection fees will still apply.
- c. Failure to provide the mare serviced by this contract Equine Rhino vaccinations in a timely fashion on a schedule recommended by the vaccine manufacturer will render the live foal guarantee null & void.

### 5. Live Color Foal Guarantee for Color Breeders

- a. DCA will provide a live colored foal (defined as a foal that is born with sufficient white markings for regular registration as per current rules with the APHA registry) guarantee as follows:
- b. If resulting foal has insufficient white marking as described above, DCA guarantees a free return breeding in the 2011 season only, for the same Mare to the same stallion. No live color guarantee will apply on any color guarantee re-breed
- c. Mare Owner is to provide DCA with photographs showing all areas of said foal and Mare and foal together. Should said foal ever be granted regular registration with APHA, regardless of ownership of Mare or said foal, Mare Owner will pay DCA the balance of the 2010 breeding fee due immediately upon registration of said foal.
- d. A chute of \$250 plus 2011 fees for shipments and collection fees, board, veterinary charges, and any other related charges will apply.  
COLOR GUARANTEE WILL NOT APPLY TO AQHA OR JC MARES BRED TO DOUBLE (APHA/AQHA) REGISTERED STALLION.

**6. Re-Breed Qualification:** All guaranteed privileges are automatically lost or forfeited if mare is taken to any other stallion before coming back to Stallion for return service.

**7. Breeders Certificate:** A Breeders Certificate will be issued upon notification of the birth of the foal, providing the Mare Owner has paid all accounts.

Responsibility for insurance and risk of loss passes to the Mare Owner with this contract. Owner assumes the unavoidable risks inherent in all horse related activities, including, but not limited to the semen shipping container, owner's horse(s), owner and family members. Owner agrees to look solely to his insurance for compensation for any such loss, and further agrees to indemnify and hold harmless the stallion breeders, his family and employees.

In the event it becomes necessary to refer debts arising from this contract to an attorney for collection, or if suit is instituted hereon, Mare Owner agrees to pay all reasonable court costs and attorneys fees incurred in the suit or collections. Payment past due thirty

(30) days is considered a default and breeder is entitled to a possessory lien against owners horse(s). Owner further agrees that this contract is made and entered into in the county of Burke, in the State of North Carolina, and that it shall be interpreted, enforced and transacted under the laws of said state, and within the designated county, regardless of the manner of breeding solicitation.

**Acceptance:** By signing, Mare Owner's signature attests to the fact that the Mare Owner has read and understands all of the outlined herein and accepts this contract, in its entirety, and a legal and binding instrument in the State of North Carolina.

Mare Owner: \_\_\_\_\_ Date \_\_\_\_\_

**Credit Card Payment:** Credit Card number must be provided. Mare Owner may pay aforementioned fees with a credit card (Master Card/Visa). Charges will be made against the credit card when appropriate as outlined in this contract. (3.5% surcharge on all credit card transactions).

**CARD HOLDER INFORMATION:**

Credit Card # \_\_\_\_\_ type mc/visa EXP \_\_\_\_\_

NAME ON CARD \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**Shipped Semen Information**

**Semen to be shipped to:**

Address	City, State, Zip
Phone #	Alt. Phone#
Email Address	Special Instructions:

**Veterinarian**

Name	
Address	City, State, Zip
Phone	

**Agent/Mare Contact Person (if different than owner)**

Name	
Address	City, State, Zip
Phone #	