

**22532 SW 1000th Road,
Phone 785/204-1738**



**Welda, KS 66091
218/639-1972**

gallaherperformancehorses@gmail.com

www.GallaherRanch.com

Mare Owner's Name _____ (as appears on registration papers)

Address _____ City _____ State _____ Zip _____

Phone Number _____ Email _____

Mare's Registered Name _____ Reg. # _____ Year Foaled _____

Stallion Booked to: **RIDIN A METALLIC** AQHA # 5715008

2022 Breeding Fee: **\$1250**, *Early Booking Discount \$1100 paid in full by December 31,2021*

Gallagher Performance Horses

Shipped cooled semen chute fee: \$300 payable to Kansas Center for Equine Reproduction, includes 1st shipment (Shipped Semen Contract)

TERMS AND CONDITIONS OF BREEDING CONTRACT

This agreement is made between Gallagher Performance Horses (stallion owner), and the owner of the mare described above and is subject to the following terms and conditions.

1. A \$500 non-refundable booking fee is due and payable upon execution of this agreement. Booking fee is included in the breeding fee. For shipped semen contracts the balance of the breeding fee and shipment charge is due prior to ordering semen.
2. Any unpaid fees owed to Gallagher Performance Horses will be billed with a monthly interest rate of 1.5%. Breeders certificate will be issued when all fees are paid in full and stallion owner is notified of a live foal. Only one breeders' certificate will be issued per paid breeding fee.
3. The Breeding season will begin February 22 and close July 15, 2022.
4. Depending on demand, mare owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available.
5. Semen collections for delivery within the continental United States (i.e., lower 48 states) are available Monday, Wednesday and Friday from 8 am to 5 pm Central Time (CT). KsCER must be notified no later than 4 pm CT the day prior to the requested day of semen collection (e.g., if semen collection is requested for Wednesday, KsCER must be notified no later than 4 pm CT on Tuesday). Semen collections for delivery within the continental United States may be available on Saturday but will be assessed on a case-by-case basis. KsCER must be notified no later than 12 pm CT the Friday prior to semen collection. Saturday semen collections will be assessed an additional \$100 fee. Counter to Counter is \$550 per semen shipment. International ie.; Canada, Mexico, call for quote. Hawaii and Alaska, call before booking.
6. In the event the above mare fails to produce a live foal from the breeding privilege granted herein, or the foal produced from this breeding fails to live for 24 hours after birth, mare owner may re-breed the mare (or substitute mare mutually agreed upon by mare and stallion owners) during the

following breeding season only. This guarantee applies only if the mare owner (A) notifies the stallion owner within 72 hours after the time the mare did not produce a live foal, or foal dies; and (B) within 10 days after the mare owners notice, the mare owner provides the stallion owner with a statement from a licensed veterinarian substantiating same. A fee of \$350 is due on all re-breeds (shipping is at an additional cost). Breeding fee will not be refunded.

7. If the mare owner fails to contact the stallion owner for a re-breed the year immediately following, then any and all fees paid shall be forfeited the right to re-breed is canceled and this contract is thereby terminated.
8. Mare owner agrees to have mare ultra-sounded 14-17 days after the last date of insemination and notify stallion owner of pregnancy status.
9. Mare owner may not assign this breeding contract or substitute any other mare under this agreement without the prior written consent of stallion owner. Any attempted assignment without prior consent of stallion owner will, at the option of stallion owner, terminate this agreement and release stallion owner from all obligations hereunder.
10. It is understood that if the above stallion dies or becomes unfit for service, this contract shall become null and void and the breeding fee less the booking fee shall be refunded to the mare owner.
11. Neither KsCER nor the stallion owner shall be held responsible for the costs arising from shipments lost, damaged, or delayed in transit, or condition of cooled shipped semen upon delivery. We have no control of the shipment after it leaves our custody.
_____ (initial here)

Customer must specify shipment method, Overnight delivery or Airline Counter to Counter

12. Embryo transfers: Mare owner agrees to notify stallion owner that this is an embryo transfer breeding. In the event multiple viable embryos are produced from a single flush, mare owner agrees to pay an additional breeding fee for each additional live foal.
13. By signing this contract, mare owner certifies that he/she is sole owner of above-mentioned mare, or has authority to enter into this contract on behalf of the owner.
14. A photocopy of the mare's registration papers must be furnished with this contract.
15. Ridin A Metallic is panel tested negative, Herda N/H
16. It is understood that all veterinary or other associated charges incurred involved and related to breeding the mare and subsequent foal deliver are the sole responsibility of the mare owner.
17. Semen orders must be made by Phone, not text, email or voicemail. Semen Cancellations are only accepted prior to 8am Central time and must be made by 4 pm Central time.
18. The undersigned agrees that Gallaher Performance Horses and its staff will not be responsible for accident, injury, sickness, or death to the mare/foal whether from flood, fire, theft, act of God, or negligence. The undersigned agrees to and shall indemnify and hold harmless Gallaher Performance Horses and its staff from and against any and all claims, losses, damages, causes of actions, suits and liability of any kind including expense of litigation, court costs, and attorney fees, for injury to, or the death of the mare/foal, or for any damage to the mare/foal arising out of, or in connection with, the services performed by Gallaher Performance Horses and its staff under this contract, regardless of whether such injuries, death or damages are caused in whole or in part out of negligence of Gallaher Performance Horses and its staff. Please sign below, enclose booking fee, or full breeding fee, a copy of mare's registration papers and return to Gallaher Performance Horses.

Mare Owner Signature _____ Date _____

Mare Owner Address _____

Mare Owner Email Address _____

Stallion Owner Signature _____ Date _____

