



4433 Fire Hill Road
Florence, VT 05744

P: 802-417-4864 | F: 802-483-6469

ottercreekquarterhorses.weebly.com | ottercreekquarterhorses@yahoo.com

SPANISH EVADE BREEDING CONTRACT

This Breeding Contract for the **2014** Breeding Season is made and entered into this ____ day of _____, 20____, by and between **Otter Creek Quarter Horses**, hereinafter referred to as '**Stallion Owner**', and _____, hereinafter referred to as '**Mare Owner**.' The undersigned mare owner hereby agrees to breed the mare below to the Stallion **SPANISH EVADE**, AQHA Registration # **4413998**.

Name of Mare: _____

Registration #'s: _____

Year Foaled: _____

1. The Stallion and Mare owner have agreed to a Stallion Fee of \$1000, which includes a non-refundable chute fee of \$400, which shall be payable upon execution of this contract. If mare owner is breeding with cooled semen or frozen semen, the entire stallion fee must be paid before semen is shipped. (See cooled semen addendum and sign.)
2. The Stallion Owner , offers a 'Live Foal' Guarantee (LFG) from the breeding purchased with this contract. A 'Live Foal' is identified by OCQH as a foal that stands on its own and nurses within 24 hours of birth. Should Mare not produce a 'Live Foal,' the LFG will ensure Mare Owner a breeding for the following season only. A re-breed fee of \$300 will apply. Otter Creek Quarter Horses must be notified within 10 days and receive a Veterinary notification of death of Foal. In the event that said mare is unfit to be bred, Mare Owner may request to breed a different mare at Otter Creek Quarter Horses approval at no additional charge. All re-breeds will pay any chute or re-breed fee before a re-breed will be honored.
3. Should Mare undergo an Embryo Transfer (ET) procedure and produce multiple embryos from one or more inseminations to Stallion produce multiple foals naturally, Mare Owner will be responsible for multiple Service Fees, equal to the number of foals produced from the mating. Should Mare produce multiple embryos through ET, Mare Owner is obligated to inform Otter Creek Quarter Horses of the existence of multiple embryos within 90 days of multiple embryos being flushed from Mare. Mare Owner will be responsible for additional Service Fee(s) at that time. Should Mare produce multiple foals naturally, Mare Owner is responsible for additional Service Fee(s) when foal(s) are considered Live Foals under the terms of the LFG.
4. The Mare shall be in healthy and sound breeding condition, free from infectious, contagious and/or transmissible disease. It is highly recommended that all Mares have a current negative uterine culture and/or biopsy, and required for Mares that have aborted or proved barren the previous breeding year.
5. It is further agreed that should the Stallion die or become unfit to breed prior to settling the Mare, that **\$300** of the breeding fee will be refunded by the Stallion Owner, if Service Fee has been paid in full, thereby cancelling this entire contract; or if the Mare dies or becomes unfit to breed before settling, the Breeder has the option to either a) accept another Mare as replacement or b) cancel this contract.
6. I understand that Otter Creek Quarter Horses shall not be held liable for delays in delivery, or semen that is lost in shipment or misplaced in any manner after it leaves the breeding farm. Unforeseen circumstances of late orders may result in denial of shipment. I hold Otter Creek Quarter Horses unaccountable of any claims of harm, of any kind, that may be associated, in any way with transported cooled semen.
7. Both parties agree that the Stallion Owner, their agents and employees are not liable for death, sickness and/or accident, including consequential damages, caused to Mare and/or Foal.
8. Mare owner agrees that Stallion Manager has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease, inherited trait, or color. **STALLION MANAGER MAKES NO IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
9. All parties agree to follow their particular Breed Association Rules and Regulations with regard to this breeding and registration of subsequent Foal.
10. This contract is non-assignable and non-transferable, except with explicit written consent of Breeder.
11. Should either party breach this contract, the breaching party shall pay the other's court costs and attorney's fees related to such breach.
12. This contract is entered into and will be interpreted under the laws of the State of Vermont, county of Rutland, and will be enforced under the laws of such. If any clause is against Vermont Law, that clause shall be null and void. The balance of the contract will remain in force.



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Is mare in foal? _____ If in foal ,what is approximate due date? _____
When do intend to begin breeding your mare? _____

Will you be doing Embryo Transfer? _____ Do you intend to flush multiple embryos? _____
Will you be breeding to other stallions to obtain embryos? _____

Comments: _____

Mare Owner Signature: _____ Breeder Signature: _____

Mare Owner Name (Print) : _____ Stallion Owner (Print): **GREG MARKOWSKI**

Date: _____ Date: _____

****PLEASE INCLUDE A COPY OF YOUR MARE'S REGISTRATION PAPERS WITH THIS CONTRACT****

We accept PayPal.

THANK YOU FOR YOUR BUSINESS

CHECK # _____
BREEDING FEE: _____
BOOKING FEE: _____



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SHIPPED SEMEN PROTOCOL

1. Otter Creek Quarter Horses collection days are Monday, Wednesday, and Friday. All fees must be paid in full before ANY shipments are to be sent.
2. To order semen, we require 24 hour notice EST. You can place orders by calling 802-417-4864.
3. All cooled, fresh semen will be sent via FedEx. FedEx shipments are \$250.
4. Otter Creek Quarter Horses will not be held accountable for shipments once they leave the premises.

Greg Markowski, Owner
802-342-0377

Lindsay Markowski, Breeding Manager
ottercreekquarterhorses@yahoo.com
802-417-4864