



Name of Stallion: Jose's Intimidator

Stud Fee : \$ 1750.00

(or 2 for \$3000 Paid in full up front)

This Breeding Contract, entered into on this _____ day of _____, 200__ between Waterfall Farms and the undersigned mare owner ("Owner") is subject to the following terms and conditions:

1. The terms of this agreement shall be good for one year from the date the mare is first bred.
2. The breeding fee shall be Seventeen Hundred fifty dollars (\$1750.00) which shall be paid as follows: A) Mares bred at Waterfall Farms will pay \$875 to book this breeding contract, and the balance of \$875 to be paid when the mare is declared safe in foal. or B) Mares bred via shipped semen or semen pickup must pay the entire stud fee in full up front before any semen will be provided.
3. Stallions will be collected from October 15-December 15 for fall breeding season and from March 1-July 15 for spring breeding season.
4. When the designated mare has been declared safe in foal at least 60 days, the live foal guarantee becomes effective. After this point, if the mare does not produce a live foal – one that stands and nurses – Waterfall Farms will rebreed the mare, or a substitute, for a period not to exceed twelve (12) months from the original due date, at no additional breeding fee.
5. Mare shall be bred artificially. Procedures such as Caslick, cultures, hormonal tests and supplements will be used as our vets deem necessary to help your mare conceive and the costs of these procedures will be the responsibility of the owner.
6. Mare will be in good physical condition and free of disease and infection or may be rejected by Waterfall Farms, at its sole discretion. Owner shall present Waterfall Farms with a negative Coggins test not more than one year old upon the arrival of the mare at Waterfall Farms. If a Coggins is not provided, one will be prepared at the Owner's expense. If the designated mare is determined to be unfit for breeding, a substitute may be used upon approval of Waterfall Farms during the contract period. Waterfall Farms may require an examination or culture from a licensed veterinarian at the expense of the Owner. Mares left at the farm shall have current vaccinations and dewormings or will be done so at the Owner's expense.

7. Waterfall Farms shall not be liable for death, sickness, and/or accident, including consequential damages caused to the mare and/or foal.
8. Should the stallion to which you are breeding become unfit for service, or be sold, Waterfall Farms shall be released from this agreement, thereby making it null and void, and the mare owner shall be entitled to no cash refund. In the event of this circumstance, the mare owner will be given credit for fees already paid toward another stallion at Waterfall, if the designated mare is not in foal.
9. Board bills, veterinarian bills and other necessary expenses for mare care are not part of the breeding fee and shall be paid by Owner. It is understood that Waterfall Farms may utilize the services of an "in-house veterinarian" whose services will be billed to the Owner.
10. **A finance charge computed at a periodic rate of 1.5% per month (18% Annual Percentage Rate) is applied to past due accounts over 30 days. Owner is liable for all legal and collection fees.**
11. Availability of Semen. Shipped semen and pick-ups will be made available **ONLY** after all mares on the farm have been serviced. Waterfall Farms reserves the right to determine availability and distribution. Transported semen will be available on a limited first come first serve basis per the attached terms. Mare owner will be allowed two (2) semen pickups per cycle on each contract purchased with no additional charge. After the first two (2) pickups there will be a charge of \$25.00 per semen pickup. The semen pickup fee must be paid before any additional semen will be provided.
12. Owner shall be responsible for furnishing the full and correct name and registration number of the mare to be bred. Any cost resulting in correcting name or registration number on stallion report will be the responsibility of the owner.
13. Owner is bound by the normal rules, regulations, and policies of Waterfall Farms, which are incorporated herein as part of the contract.
14. The stud fee is transferable only with prior written approval from the stallion owner.

The terms of this contract have been read and agreed upon by:

Signed: Owner _____ **Waterfall Farms** _____

Mare's Name: _____ Registration #: _____

Mare Owner: _____ Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (____) _____ Office Phone: (____) _____

Payment: Check ___ # _____ Credit Card ___ Amount \$ _____

**2007 – 2008
POLICY FOR DRIVE-UP BREEDING AND SHIPPED SEMEN**

- Rates for cooled semen transport:

| | |
|------------------------|-----------------------------|
| Same Day Air | \$250 per shipment |
| Federal Express or UPS | \$195 per shipment |
| Semen pickup | \$ 25 per additional pickup |
| Drive-up breedings | NO CHARGE |

** Semen pickup will be limited to 2 pickups per cycle. After 2 semen pickups in one cycle, subsequent pickups will be charged a \$25.00 fee per pickup. The attached breeding information will help you familiarize yourself with your mare's breeding cycle.*

- All orders for shipped semen, drive-up breeding and semen pickup must be made by **10:00 a.m. CST, Monday, Wednesday, and Friday**. Shipments will not be available on Saturday.
- There will be a charge of \$50.00 for all semen orders that are placed and then not picked up or cancelled. Waterfall Farms must be notified of your cancellation by 11:00 am **CST**.
- Drive-up breeding and semen pickup will be available after 11:00 a.m., Monday, Wednesday, and Friday, and at 10:30 a.m. on Saturday.
- The customer is responsible for returning the shipping container within 3 business days. The late charge for equitainers is \$25.00 per day after 3 business days. There will be a \$350.00 charge for Equitainers that are not returned.
- Shipping charges are due when the shipment is made. Please sign and return this form to Waterfall Farms to have your credit card number placed on file.

MasterCard/Visa/American Express/Discover #

Expiration date _____

Acknowledged by: _____

BREEDING INFORMATION

1. Once your veterinarian detects your mare's first day of heat, contact Waterfall Farms for a tentative shipment/pick up date. The stallions at Waterfall Farms will be collected every Monday, Wednesday, Friday and Saturday; however, there are no shipments on Saturdays.
2. While in estrus the mare should be examined daily by ultrasound and/or rectal palpation to follow her follicular growth. The use of HCG (human chorionic gonadotropin) is extremely useful in a shipped semen program. When the mare has a dominant follicle (35mm or larger), estrus folds and in at least her third day of behavioral heat, HCG can be given and will predictably induce ovulation in approximately 36 hours (24 –48 hour range). Ideally HCG should be given after your veterinarian has called us to order semen and 24 hours prior to the time your vet expects to inseminate the mare or at the time of insemination. A warning about HCG, it should not be utilized more than two or three times per season as the mare will become less responsive to the hormone, and there is an increased risk of an allergic reaction. HCG also should be avoided in foal heat mares. Rushing ovulation post foaling will decrease pregnancy rates.
3. Once your veterinarian has determined that your mare is ready for semen shipment, or semen pick-up breeding, contact Waterfall Farms the day before, or prior to 10:00 am on the day of collection to order it. You may cancel a shipment by 11:00 am with no penalties. If the cancellation is not received and the semen was not picked up on that day, you will be charged a \$50 non-cancellation penalty
4. In the unlikely event of insufficient semen on a particular breeding day, Waterfall Farms reserves the right to determine availability and distribution.
5. Waterfall Farms will ship semen via Federal Express Priority Overnight or UPS Priority Overnight under most conditions. Some areas of the country do not have priority overnight service; therefore, the shipment will be standard overnight. The difference is that priority arrives by 10:30 am and standard arrives by 4:00 pm. Most areas have Saturday delivery, however some areas do not. Before you begin breeding your mare please make sure you have Saturday delivery in your area or the shipment will need to be sent to the closest FedEx drop off site and then picked up by either you or your veterinarian.
6. Waterfall Farms strongly encourages that your mare be pregnancy checked at 16 – 20 days by ultrasound. We also encourage you to have the mare checked at 36 –40 days for a heartbeat and to make sure things are progressing normally. Once your mare has been checked at 36 –40 days in foal, please notify us that your mare is indeed in foal.
7. If you have any questions, they can be answered by calling us at 931-684-7894. Waterfall Farms accepts Visa/MasterCard/American Express and Discover.

WATERFALL FARMS 2395 HWY 64E SHELBYVILLE, TN 37160