

# Inland Connemara's

[www.inlandconnemaras.com](http://www.inlandconnemaras.com)

27965 510th Ave

Kelley, IA 50134

(608) 576-1076

## BREEDING AGREEMENT 2024

### 1. PARTIES

This Agreement (the "Agreement") is being entered into this \_\_\_\_\_ day of \_\_\_\_\_, (Month, Year) \_\_\_\_\_ (the Effective Date) by and between

("Stallion Owner")

Name: Lisa Etzel  
Address: 27965 510th Ave., Kelley, IA 50134  
Phone: (608) 576-1076  
Email: inlandconnemaras@gmail.com

And ("Mare Owner")

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### 2. USE OF SEMEN

Mare Owner has contracted to breed the following ("Mare"):

Name of Mare (registered if applicable) \_\_\_\_\_

Color and markings: \_\_\_\_\_

Breed: \_\_\_\_\_

Breed registry \_\_\_\_\_ Reg. No: \_\_\_\_\_

To the following ("Stallion")

Registered name of Stallion: *Patty's Etoile de Paris*

Color and markings: *Bay/white socks both hind legs*

Breed: *Connemara Pony*

Breed registry: *ACPS* Reg. No: *S 1874 XLIV*

Mare Owner may not substitute another mare in place of Mare specified above unless Stallion Owner consents in writing.

**3. BREEDING VIA SHIPPED COOLED**

- 3.1. FEES FOR BREEDING VIA SHIPPED COOLED.** The Mare Owner agrees to pay the stud fee of \$900 to Stallion Owner.
- 3.2. COLLECTION AND SHIPPING OF COOLED SEMEN.** The collection and shipping fee will be billed directly to Mare Owner by Iowa State University, College of Veterinary Medicine ("The Clinic"). For information on current services, collection and shipping fees, please visit their web site (you may need to call the number on the website for current fees):  
<https://vetmed.iastate.edu/vmc/equine/equine-services/reproduction-theriogenology>.
- 3.3.** Mare owner agrees to contact The Clinic directly to set up an account from which to pay collection and shipping fees. The Clinic can be reached by calling 515-294-1500, or through their website.
- 3.4. TIMING OF SHIPMENT.** The Stallion Owner requires at least 24 hours notice that your mare is due to require cooled semen and you will need a collection. This will be necessary in order to schedule collection time.

The Mare Owner requests that the cooled/frozen semen shall be shipped to the following address:

\_\_\_\_\_

Mare Owner assumes all risk of loss or damage to the shipped semen. Stallion Owner's only obligation is to collect the semen and ship it to the designated address as set forth above.

- 3.5. TERMS AND CONDITIONS OF ARTIFICIAL INSEMINATION.** The Mare Owner agrees that the artificial insemination or breeding must be done under the supervision of an approved veterinarian or equine reproductive specialist and the Mare shall be examined by ultrasound to assess breeding status.

Mare Owner represents that the approximate date the Mare is expected to be bred is:

\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**4. LIVE FOAL GUARANTEE**

**4.1. LIVE FOAL.** A live foal is defined as a newborn foal which stands and nurses from the mare without assistance. If the foal is miscarried, is stillborn, or is unable to stand and nurse, it is not considered a live foal and the Mare Owner is entitled to a re-breed.

**4.2. GUARANTEE.** In the case that the breeding does not result in a live foal, and the Mare Owner notifies the Stallion owner within seven (7) days of the foaling date, and provides a certificate of death from a licensed veterinarian, a re-breed will be honored at the Mare Owner's convenience. The Mare Owner will be entitled a re-breed until such time as a live foal is produced, or two years pass, whichever comes first. The Mare Owner may substitute another mare at this time if the Mare Owner desires and Stallion Owner agrees. The Mare Owner will be responsible for collection and shipping fees, or boarding fees if the re-breeding is live cover.

**5. BREEDER CERTIFICATE.** A breeder's certificate shall be issued upon notification of the birth of the foal, provided all accounts have been paid in full by the Mare Owner

**6. BREEDING SEASON.** Caspar will be available for collection and cooled semen shipment, and live cover beginning April 1, 2024 through October 31, 2024.

**7. LIMITATION OF LIABILITY AND ASSUMPTION OF RISK.** Mare Owner acknowledges that there are inherent and numerous risks associated with breeding a mare and Mare Owner agrees to bear these risks, including but not limited to illness, injury or disease, to the mare. Furthermore, even though Mare may become pregnant, Mare may not give birth or the Mare's foal may be stillborn, have defects or become ill, injured or die.

Mare Owner agrees that except in the event of Stallions Owner's gross negligence or willful misconduct, Stallion Owner and its officers, members, employees, directors or agents shall not be liable for any incidental, indirect or consequential damages arising out of any transaction or activity arising out of this agreement.

**8. STALLION DEATH OR INCAPACITY.** If the Stallion dies or becomes unfit for service, this contract is considered null and void, and the stud fee will be returned to the Mare Owner. All other costs incurred by the Mare Owner including but not limited to collection fees, shipping fees, boarding fees and travel/transportation costs, will remain the responsibility of the Mare Owner.

**9. PAYMENT.** No breeding or semen shipment will occur until full payment is made in advance.

A minimum of \$200 must accompany this Agreement and will be considered a downpayment against the total cost stud fee.

Payments shall be made to Inland Connemaras via cash/check/Venmo/paypal (*paypal has a 2.99% fee added*). Contact us at email address below for Venmo or paypal account. This contract can be sent back via mail with payment, or scan and return to inlandconnemaras@gmail.com.

**10. RECEIPT OF FEES PAID**

Mare owner has paid \$\_\_\_\_\_ as a deposit against the Agreement total of \$\_\_\_\_\_. The remaining amount of \$\_\_\_\_\_ shall be paid by Mare Owner prior to shipment of cooled semen. Receipt hereby acknowledged \_\_\_\_\_.(Stallion Owner Initials)

**11. EXECUTION AND DELIVERY.** This agreement shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

**12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

**13. COUNTERPARTS.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument

Mare Owner:

Name: \_\_\_\_\_ (printed)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Stallion Owner:

Name: \_\_\_\_\_ (printed)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_