

LUCKY 7 COMPANY, LLC
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2021 ON FARM BREEDING CONTRACT
SWING ONE TIME

ALL CONTRACTS/PAPERWORK MUST BE IN BEFORE ARRIVAL

1. LUCKY 7 COMPANY LLC (LUCKY 7) hereby reserves one breeding to Swing One Time, AQHA Registration #5822419 (5 Panel N/N) for the Mare _____, Reg. # _____, for the Breeding Fee of **\$1,250**, plus Chute Fee of **\$300** (Made payable to Lucky 7 Company) during the 2021 breeding season, Mar 1st to Aug 15th. The Breeding Fee and Chute Fee must be paid prior to or upon mare arriving at Lucky 7.
2. Mare owner must attach a copy of the mare's registration papers to this contract and provide all other information as requested.
3. If the Stallion should die or become unfit for service prior to the mare getting in foal, the Breeding Fee shall be refunded. Chute Fees are non-refundable.
4. **If your mare will be an embryo donor, LUCKY 7 can transport the mare to perform the embryo flush** and transport the embryo to a separate embryo transfer facility of the Mare Owner's choice.
LUCKY 7 can also transport the mare as needed to the embryo transfer facility of choice. The Owner must make arrangements for such service.
5. LUCKY 7 will diligently try to settle the mare from Feb 1, 2021 through July 15, 2021. The Mare Owner agrees to allow LUCKY 7 ample opportunity to settle the mare, including specifically breeding the mare through at least three (3) heat periods. If for any reason the mare does not settle, the Mare Owner will hold LUCKY 7 harmless.
6. The Chute Fee is non-refundable. **The Chute Fee includes all palpations, routine inseminations, and record keeping.** Not included in the Chute Fee are breeding soundness exams, ultrasounds, special insemination procedures, uterine treatments, hormone therapy, and diagnostic testing. These items will be billed on a monthly basis.
7. The Mare must be healthy and in sound breeding condition. The Mare must be halter broken.
8. Vaccination and deworming history must be provided when the mare is delivered for breeding. Vaccinations must be current within 90 days and shall include Encephalitis, Tetanus, Influenza, Rhinopneumonitis, West Nile, Rabies and/or Strep Equi (Strangles). Mares arriving with inadequate vaccination history will be vaccinated at the Owner's expense at the time of arrival.
9. LUCKY 7 veterinarians and/or employees/agents will check the mare for normal breeding conditions and perform other such services as LUCKY 7, in its sole judgment, deems necessary and the Owner shall pay the expense for such services. These services include, but are not limited to, worming, treatment for uterine infection, treatment for cuts and abrasions, preventative measures and breeding soundness examinations including culture and biopsy.
10. The mare owner shall pay for the feeding, boarding and care of the mare and/or foal as follows:
 -Stall Board Dry \$12/day -Stall Board Wet \$15/day -Pasture Board Dry \$12/day -Pasture Board Wet \$15/day
 -De-worming: varies -Farrier (as charged by the farrier) -Plasma \$300
 -Hauling to veterinary facility or transfer facility, etc. @ \$1.50/mile
 -Veterinary expenses other than those covered by chute fee as well as embryo flushing will be at the Mare Owner's expense.
11. Accounts will be billed monthly on or about the first of the month. Accounts are due in full on the 10th of the month. A finance charge of 1.5% per month on the unpaid balance will be added to all accounts, computed from the due date. **THE MARE AND/OR FOAL WILL NOT BE RELEASED BY LUCKY 7 UNTIL THE ACCOUNT IS PAID IN FULL.**
12. Should any foal which is born to the mare, pursuant to this contract, not stand and nurse, the Owner shall be entitled to a re-breed the following year only for this mare. **THIS RE-BREED SHALL APPLY ONLY IF LUCKY 7 IS NOTIFIED WITHIN ONE (1) WEEK OF THE DEATH OF THE FOAL. THIS NOTIFICATION MUST BE ACCOMPANIED BY A STATEMENT FROM A LICENSED VETERINARIAN STATING THE CAUSE OF DEATH.** Lucky 7's sole liability and obligation for any foal that is born to the mare but does not stand and nurse, shall be the granting of a re-breed. Such breeding shall apply to the Breeding Fee only and only to the season immediately following the season set forth in this contract. The mare owner shall pay board, veterinary, farrier and Chute Fees for the mare, under the same terms set forth in this contract.
13. **2nd year re-breeds will be at the discretion of the stallion owner, additional breeding fees may apply.**
14. This contract provides for one (1) Breeder's Certificate. If multiple embryos are retrieved from one breeding additional contracts and/or breeding fees will be at the discretion of the stallion owner, it will be the responsibility of the Mare Owner to notify LUCKY 7 of number transferred. **If multiple embryos are desired and it takes more than one breeding, an additional contract is required for each breeding.** If Mare Owner desires to do a **frozen embryo**, it will solely be their responsibility to pay all nomination fees. **It is also the Mare Owner's responsibility to notify LUCKY 7 when the embryo is frozen and when utilized. If ICSI procedure is used to produce multiple embryos**, it will be at the discretion of the stallion owner to determine applicable fees.
15. TO OBTAIN A "BREEDER'S CERTIFICATE" YOU MUST NOTIFY LUCKY 7 COMPANY LLC OF THE BIRTH OF THE FOAL. CERTIFICATE WILL NOT BE ISSUED IF THE ACCOUNT HAS NOT BEEN PAID IN FULL. THE STALLION OWNER IS RESPONSIBLE FOR SIGNING THE BREEDER'S CERTIFICATES.
16. Mare owner shall hold Stallion Owner and LUCKY 7 harmless for any accident, injury, theft, disease, sickness, or death suffered by the mare and/or foal, or any other cause of action whatsoever arising out of, or connected in any way with On Farm Breeding. This includes but is not limited to, any claims of damages, loss or injury that may occur to any person or personal property.
17. In the event of any injury or death to the mare and/or foal, the mare owner will look solely to his/her own insurance. In the event anyone assesses a cause of action against Stallion Owner on account of injury or death to the mare and/or foal, LUCKY 7 shall be held harmless from any such cause of action including cost of defending same.
18. If it should become necessary for LUCKY 7 to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due, the mare owner will pay LUCKY 7 all expenses and costs, including reasonable and necessary attorney's fees incurred by LUCKY 7 in enforcing this contract.
19. Any dispute related to this contract will be governed by the laws of the State of Colorado and venue of any dispute arising from this Contract shall be in La Plata County, CO.
20. This contract is non-transferable nor assignable without prior written consent from LUCKY 7.
21. **All International Clients or US Clients must pay with US Funds via Credit Card (3.5% Surcharge for MC, VISA, DISCOVER or 4.5% for AmEX), Wire Transfer (\$50 Surcharge) or check from a US Bank account, \$25 charge for any Non Sufficient Fund.**

MARE OWNER: _____ LUCKY 7: _____ Ty Hawkins _____

ADDRESS: _____ LUCKY 7 SIGNATURE: _____

CITY/STATE/ZIP: _____ ACCEPTANCE DATE: _____

Phone#: _____ E-mail: _____

Owner/Agent Signature: _____ Date: _____