



2024 STALLION SERVICE CONTRACT

CINDY PEREZ in conjunction with Beau Galyean Stallion Services, Inc. (BGSS) hereby agrees to reserve one 2024 breeding to THE ANIMAL, AQHA Reg #5613639, for the mare _____, Reg# _____ at the stallion breeding fee of \$2,000.00 plus a non-refundable chute fee of \$650 payable to Beau Galyean Stallion Services.

BREED FEE: \$2000.00

CHUTE FEE: \$650.00

TOTAL: \$2650.00

Payable to Beau Galyean Stallion Services

ALL CONTRACTS MUST BE IN AND PAID 48 HRS PRIOR TO REQUESTING A SEMEN ORDER.

- 1) Receiving a contract does not reserve a place in the stallion's book: spots are reserved when the signed contract is received and paid to Beau Galyean Stallion Services and are on a first returned, first serve basis.
- 2) A copy of the front and back of the mare's registration certificate must be provided along with this contract. Any semen shipped must solely be used to breed only the mare specified in this contract.
- 3) If the stallion should die or become unfit for service prior to the mare confirming in foal, the balance of stallion fee shall be refunded. The chute fee is non-refundable.
- 4) If the mare should die or be deemed unfit to breed, BGSS must be provided with a statement signed by a licensed veterinarian confirming these conditions. In this event, a substitute mare may be designated at no additional charge.
- 5) The chute fee includes the first shipment of semen via either: one pickup OR one airline shipment (does not include \$100 courier fee) OR one FedEx overnight shipment. Fees for additional shipments are: 2nd and subsequent pickup \$100, Airline \$300 or overnight FedEx \$350. Fees for additional shipments must be paid before semen will be sent. Additional fees may apply for shipments outside of the U.S.
- 6) If cooled semen is replaced by frozen semen, additional fees may apply.
- 7) Donated and rebreed contracts will be charged a \$650.00 Chute Fee.
- 8) The stallion will be collected on a set schedule between February 1, 2024 and July 1, 2024.
- 9) Diligent efforts will be made to settle the mare; however, if for any reason she does not settle, BGSS and the stallion owner shall not be held liable.
- 10) **Mare owner agrees to notify BGSS the mare's pregnancy status, in writing, within 45 days of insemination. Any association fees occurred for not notifying BGSS are assumed by the mare owner.**
- 11) Semen orders must be placed by 5PM (CST) the day prior to collection/shipment. Semen orders must be cancelled by 8AM CST the day of collection. Semen orders must be placed with a BGSS employee or left on Beau Galyean Stallion Services office number by text or voicemail ONLY – NO emails or voicemails on ANY cell phones will be accepted.
- 12) There is no guarantee of the semen delivery time or of the semen quality at the time of arrival. In the event of insufficient semen on a particular breeding day, BGSS will ship semen on a first ordered, first serve basis. Depending on demand, owners requesting semen should expect to receive only one dose of semen. If fresh semen is not available, the mare owner has the option of receiving frozen semen if available. Any unused frozen semen remains the property of the stallion owner and must be returned to BGSS at the mare owner's expense. If the customer chooses to keep the unused frozen semen for future use a breed fee and chute fee will be due to Beau Galyean Stallion Services for the use of that semen and a mare must be specified. Additional frozen semen fees may apply.
- 13) Shipping containers must be returned to BGSS within 48 hours of receiving semen at the mare owner's expense. A fee of \$50.00 for shipping boxes, \$375.00 for Equitainers, or \$1,500 for a Frozen Semen Shipper will be charged to the mare owner or shipping containers that are not returned within the designated time frame. A replacement fee will be charged for shipping containers that are returned without all internal components.
- 14) Embryo Transfer: This contract provides for one live foal and one breeder's certificate. If multiple embryos are recovered a breed fee is due upon the birth of each subsequent foal. It is the mare owner's responsibility to notify BGSS within one week of multiple embryos being produced. Mare owner must report the birth of a live foal within one week of the birth of a foal. The balance of stallion fee for additional foals is due within thirty (30) days of birth of a live foal.
- 15) Vitrified (Frozen) Embryos: Mare owner agrees to notify BGSS that an embryo was vitrified within 72 hours of recovery. Fee schedule for additional embryos will be set in accordance with the future stud fee of the year the embryo is transferred unless otherwise agreed upon up front and in writing by all parties.

- 16) **To obtain a breeder's certificate you must notify BGSS of the birth of the foal. The certificate will not be issued if the account has not been paid in full.**
- 17) Should the mare abort the fetus during pregnancy, or should the foal born to the mare not stand and nurse without assistance within 24 hours of birth, the mare owner shall be entitled to a rebreed applicable only to the season immediately following the season set forth in this contract. In this event, the stallion owner and BGSS' sole liability and obligation shall be the granting of the rebreed. The rebreed shall apply only if BGSS is notified within 30 days of the mare palpating open or of the death of the foal. The notification must include a signed statement from a licensed veterinarian stating the cause of abortion or the foal's cause of death. The mare owner will be required to pay a chute fee for the rebreed.
- 18) The stallion owner reserves the right to participate or not in any incentive program, with or without notice to the mare owner. Requests by the mare owner for nominations/enrollments to additional incentive programs will be at the discretion of BGSS and the stallion owner, and if approved, the mare owner will be required to pay all fees.
- 19) All fees (except the breeding fee) are subject to change without notice and the mare owner is subject to current fees in effect.
- 20) This contract grants BGSS and the stallion owner a security interest in the mare, any foal born to the mare as a result of this breeding, and the proceeds of any sale of the mare or its foal, to secure payment of any and all fees due pursuant to this contract.
- 21) The mare owner shall hold BGSS and the stallion owner harmless of any accident, injury, theft, disease, sickness or death suffered by the mare and/or foal, or any action whatsoever arising out of, or connected in any way with, shipped semen breeding. This includes but is not limited to any claims of damages or injury that may occur to any person or personal property.
- 22) Any dispute related to this contract shall be construed, governed and interpreted by and in accordance with the laws of the State of Texas. If any action or arbitration is brought to enforce or interpret the terms of this contract, the venue shall be Tarrant County, Texas. If it should become necessary for BGSS and/or the stallion owner to enforce its rights under the terms of this contract, including but not limited to the collection of any fees due, the mare owner will pay all expenses and costs, including reasonable and necessary attorney and legal fees, incurred by BGSS and/or the stallion owner.
- 23) This contract is non-transferable or assignable without prior written consent from BGSS and/or the stallion owner. Any changes on this contract without written permission from BGSS and/or the stallion owner will make the contract null and void.
- 24) Payments must be made with U.S. dollars via check, credit card, or wire transfer. Checks should be made payable to Beau Galyean Stallion Services. There is a 3% convenience fee for credit card charges through BGSS. Mare owner will be responsible for paying any credit card or wire transfer fees that may be charged to credit the funds to BGSS.
- 25) This contract completed and signed, along with all requested documents, forms and fees, must be returned to BGSS to reserve the breeding.

MARE INFORMATION/PAYMENT INFORMATION

REGISTERED NAME OF MARE: _____

REGISTRATION #: _____ HERDA RESULTS (N/N OR N/HRD): _____

PLEASE CIRCLE: (CARRY) (EMBRYO TRANSFER) (ICSI) (FROZEN EMBRYO)

MARE OWNER NAME: _____

RANCH NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

BEST PHONE #: _____

EMAIL ADDRESS: _____

VETERINARIAN NAME/CLINIC: _____

VETERINARIAN EMAIL: _____

CONTACT FOR SHIPPED SEMEN (if different than Veterinarian) _____

SEMEN SHIPPING ADDRESS (FEDEX): _____

CITY/STATE/ZIP: _____

OFFICE PHONE #: _____ CELL PHONE #: _____

NEAREST MAJOR AIRPORT: _____

Shipped Semen Address CAN NOT be a P.O. Box

PAYMENT INFORMATION: **A valid credit card must be on file with BGSS. A 3% convenience fee will be charged for all credit card transactions.**

PLEASE CIRCLE BREEDING FEE PAYMENT METHOD: (CHECK) (CREDIT CARD) (WIRE TRANSFER)

If paying by credit card: Charge just the breed fee upon return of this contract.

Charge both the breed and chute fee upon return of this contract.

A 3% CONVENIENCE FEE WILL BE CHARGED FOR ALL CREDIT CARD TRANSACTIONS.

CREDIT CARD NUMBER: _____

TYPE: (VISA) (MASTERCARD) (DISCOVER) (AMERICAN EXPRESS)

EXPIRATION DATE: _____ SECURITY CODE: _____

NAME ON CREDIT CARD: _____

BILLING ADDRESS: _____

By signing below, the mare owner attests that he/she has read and accepts all provisions of this contract.

Mare Owner Signature

Date

Printed Mare Owner Name (as listed on registration)

Physical Address

City/State/Zip

Phone Number(s)

Agent Name If Applicable

Email Address

OFFICE USE ONLY

Authorized By

Date