

2018 APPALOOSA STALLION
NAILED IT

This agreement is made between ("Mare Owner") _____

Address _____

City _____ State _____

Zip _____

Contact Phone _____ E-mail _____

AND with Jessica Smith ("Stallion Owner") and manager of Equestrian Edge, LLC.

The mare owner agrees to breed the mare named _____

And that she/he is the registered owner or lessee of the mare.

Copy of Mare's Registration Paper(s) must accompany this contract.

- Primary Association: Mare Registration # _____
- Secondary Association: Mare Registration # _____

It is the responsibility of the mare owner to provide accurate mare information. Missing or wrong information may delay reporting and result in additional fees to be paid prior to release of Breeder's Certificate.

Non-ApHC Registered mares will be subject to ApHC listing & DNA filing fees for registered foal.

This agreement is subject to the following:

This agreement is for one service to the stallion Appaloosa Nailed It for the 2022 breeding season at a cost of \$1,000.00 plus any additional fees stated below. Breeding right is permitted only to the mare stated in this contract without exception.

1. Fees:

- a. \$100.00 Non-refundable Booking Fee
- b. \$500.00 Stud Fee
- c. \$400.00 Collection/Shipping Fee per collection for overnight shipments
- d. If additional dose is required, the collection including shipping is an additional \$400.00

2. Payment:

- a. All fees are to be paid to Jessica Smith via check, PayPal, CashApp or Credit Cards are subject to a 4% processing charge.
 - i. PAYPAL ACCOUNT +3% processing fee if not through Friends & Family
 1. Equestrian_edge@yahoo.com account info
 - ii. CashApp - \$Equestrianedge
- b. All fees must be paid prior to collection and shipment.

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3. Semen is available for shipment on Monday-Friday. The breeding season begins March 1, 2022 and ends July 30, 2022. There is NO collection on Saturdays & Sundays.
4. The Mare Owner must give 24-hour notice to Jessica Smith by 7:00AM EST the day prior to collection via text or phone call (248)841-5445. You MUST get a confirmation from Jessica that your request was received.
5. All shipment requests must be canceled by 9:00 AM (EST) the day of shipment. Shipments not canceled by 9:00 AM (EST) will be billed at the full collection/shipment fee.
6. Non disposable shipping containers must be returned and in clean condition within 10 days of shipment or Mare Owner will be billed the cost of the container.
7. NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERRED BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION LOCATION OR WILL BE WARMED/THAWED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY, OR CHARACTERISTICS WILL BE GIVEN.
8. Mare Owner agrees that risk of loss transfers to the Mare Owner upon transfer to the transportation company.
9. The breeding must be done at a QUALIFIED BREEDING FACILITY or under supervision of an APPROVED VETERINARIAN/BREEDING CENTER. If Mare is not in foal after three semen shipments pursuant to this Agreement, Mare Owner agrees to have Mare's reproductive status evaluated by a licensed veterinarian and reported to Breeding Manager. If Mare is unsuitable for breeding, it will be in the Stallion Owner's sole discretion whether to accept any substitute mare.
10. Mare Owner shall not sell, gift, donate or assign this breeding contract. Substitution of mares is forbidden without the express written consent of Stallion Owner. Attempts to assign or substitute without prior written consent of Stallion Owner will terminate this agreement and release Stallion Owner from its obligations.
11. This contract is for one foal only and should more than one embryo result from a breeding "Mare Owner" must pay an additional Booking and Stallion Service Fee for each additional embryo. No breeding certificate for any foal shall issue without additional payment.

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12. Both parties agree to diligently try to settle the Mare. If Mare does not settle, Mare Owner will hold Stallion Owner and Equestrian Edge LLC harmless from loss or damage. Neither Stallion Owner nor the contracted breeding farm is liable for any injury, sickness, disease, genetic defect or death of Mare or her Offspring arising from the exercise of the breeding privileges granted herein. Neither is the Mare Owner liable for any injury, sickness, disease, or death of stallion arising from the exercise of the breeding privileges granted herein. Requisite insurance is the responsibility of the respective parties.
13. Stallion Owner/Agent will issue a breeding certificate upon:
 - a. Notification of birth of a live foal.
 - b. All charges have been paid in full.
14. Live foal guarantee: "Live Foal" is defined as a foal born alive that stands and nurses. It is understood that if the Mare proves barren, aborts her foal, or foal is stillborn or otherwise does not meet the definition of "live foal", a re-breed will be provided for the following year ONLY, upon the payment of a re-breed fee of \$150.00 (plus collection/shipping).
15. The Mare Owner agrees to comply with all appropriate breed registry requirements concerning the use of cooled/frozen semen.
16. If for ANY REASON the resulting offspring of this contract is unwanted, or in need of care and attention, Jessica Smith of Equestrian Edge, LLC owner of Nailed It Appaloosa Stallion will make arrangements to gain possession of said offspring at no cost to owner, and no questions asked of owner. Owner agrees to sign a transfer of ownership on offspring to Jessica Smith for the amount of \$1.00 to be paid to owner from Jessica Smith. Jessica Smith will assume all costs associated with the transportation, transfer of ownership of said offspring, should she choose to do so, indemnifying any liens or monies owed to other parties outside of this contract in connection with said offspring.
17. This Contract represents the entire agreement between the parties. No other agreement or promises, verbal or implied, are liable unless specifically stated in this written contract. Each party should individually initial additional conditions. When Mare Owner and Breeder sign this contract, it will then be binding on both parties, subject to the above terms and conditions.
18. This contract is entered in the State of Michigan and will be interpreted and enforced under the laws of the state. This Agreement shall be governed by the laws of Michigan. Any legal action must be brought in the County of Oakland, Michigan. All pages, headings and line items in the document included.

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19. ITEMS NEEDED TO PROCEED:

- a. Signed contracts w/ Equestrian Edge, LLC Nailed It Stallion Contract
- b. Payment made and cleared, 5 business days prior to collection
- c. Copy of mare's registration papers or signed transfer & photo of mare
- d. Communication of DAY 1 mare's ovulation – to then begin communication with breeding manager & your veterinarian to time appropriate collection & shipping.



Signature Mare Owner _____ Date _____

_____ Printed Name

Stallion Owner: Jessica L. Smith _____

Date: _____

Jessica Smith
Equestrian Edge, LLC

Thank you for your business! We look forward to making this a successful experience for you and your mare to result in the offspring of your dreams!

Please don't hesitate to over communicate via text, phone or email! We want to see photos of you and your mare and those pregnancy pics once they are available! We want to promote YOU and your #naileditz

WELCOME TO THE NAILED IT TEAM! CONGRATULATIONS!