

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 the release of the Breeder's Certificate.

Non-ApHC registered mares are subject to DNA filing fees and listing with the Appaloosa Horse Club to ensure ApHC registration papers are issued for resulting foal.

This agreement is subject to the following:

This agreement is for one service to the stallion Appaloosa Nailed It for the 2024 breeding season at a cost of \$1,200.00 all-inclusive price. Breakdown is below, not including any additional fees as stated below.

Breeding right is permitted only to the mare stated in this contract without exception.

**1. Fees:**

- a. \$200.00 Non-refundable Booking Fee
- b. \$500.00 Stud Fee
- c. \$500.00 Collection and 1st Shipment Fee Overnight (same day is extra per carrier)
- d. If additional dose is required, the collection, including shipping is an additional \$500.00

**2. Payment:**

- a. All fees are to be paid directly to Jessica Smith via check, cash, digital or credit with up to a 4% processing charge via credit card.
  - i. PAYPAL ACCOUNT+3% processing fee if not done Friends/Family.
    1. [Equestrian\\_edge@yahoo.com](mailto:Equestrian_edge@yahoo.com)
    - ii. CashApp - \$Equestrianedge
- b. All fees must be paid 5 days prior to collection.

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### 3. Semen is available for COLLECTION Monday-Wednesday-Friday beginning March 1st, 2024-June 24, 2024.

There is NO COLLECTION on SATURDAYS, SUNDAYS, HOLIDAYS or BLACKOUT DATES! Semen is not guaranteed same day! Once collection date is booked you can expect to receive the semen on the FOLLOWING DAY. Please coordinate with your veterinarian on when your mare MUST RECEIVE the semen as collection and shipping are the day prior and we do NOT collect on weekends. For example: if your mare is checked on a Friday and ready for semen Monday, you will not receive the container until Tuesday.

4. Please note BLACK-OUT DATES! NOT AVAILABLE TO COLLECT ON THE FOLLOWING DATES: 4/19-4/22/2024, 4/26-4/29/2024, 5/10-5/12/2024, 5/17-5/19/2024, 5/24-5/26/2024, 5/31-6/2/2024, 6/7-6/9/2024, 2024 Nationals Week. Emergency collection on these dates (if at all possible) will be subject to approval & a \$500.00+ incremental fee. Books close end of June. NO FROZEN AVAILABLE AT THIS TIME.
5. The MARE OWNER MUST give Jessica Smith 24 hour notice prior to collection that said mare is ready via TEXT at 248.841-5445.
6. All shipment requests must be cancelled by 7:00AM (EST) the day of shipment or will be billed at the full collection and shipment fee of \$250.00.
7. Non-disposable shipping container must be returned in the condition they were received within One-week or a \$50.00 charge will be incurred.
8. NO WARRANTIES WHAT SO EVER, EXPRESSED OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFER 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 IT'S 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 \$350.00 (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 & non-refundable booking fee paid \$250.00
- 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.
- e. Text Jessica Smith 248.841.5445 24 hour prior to collection



Signature Mare Owner \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Printed Name

Stallion Owner: Jessica L. Smith  
 Jessica Smith  
 Equestrian Edge, LLC

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

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!