



Bullys Legacy
AQHA #5586050
5 Panel Negative
Cooled Semen Contract

This Agreement is hereby made this _____ day, of _____ (month), _____ (year). By and between:

Stallion Owner: JRS Performance Horses, Jennifer Skinner
5008 OSR
Bryan, TX 77807
Phone: 979-450-1400
Email: info@bullylegacy.com

Stallion Breeding Station: Birdsong Farms, Stephen Vogelsang
10466 Old Hearne Rd
Hearne, TX 77859
Phone: 979-229-3439
Email: stephen.vogelsang@yahoo.com

and _____ (mare owner's name as listed on mare's papers), hereby referred to as MARE OWNER.

MARE OWNER hereby agrees to breed _____ to the (mare name and registration #)

stallion "BULLYS LEGACY" AQHA # 5586050 for the 2023 breeding season beginning February 2, 2023 and ending July 15, 2023 for cooled semen.

Please note: we recommend giving your breeding veterinarian a copy of this contract so that they will know which name to use, and who to contact, to order semen.

MARE OWNER agrees to the following fees:

\$1200 stud fee (Includes \$400 non refundable booking fee due with this contract)

\$300 chute fee

\$250 shipping fee for overnight shipments inside the continental US

\$450 shipping fee for counter to counter shipments inside the continental US

\$50 pick up fee for semen picked up from Birdsong Farms

All checks and payments must be made payable to **JRS Performance Horses**. There is a 5% fee for credit and debit card payments. \$400 non refundable booking fee is due with contract, remainder of balance is due before semen is collected.

****PLEASE NOTE:** If stallion is not available for cooled semen when mare is ready to be bred, frozen semen will be available. Cooled semen is only available on a first call, first served basis so call early to be put on the list. Any late callers will receive frozen semen if not enough cooled semen is available for that shipping day. Frozen semen will be released one dose per cycle _____ **(Initial Here)**, up to 1 dose per breeding contract without additional semen fees.

Pre Breeding Check List

- ✓ Copy of both sides of registration certificate, if breeding a thoroughbred mare, an AQHA "T" number is mandatory for registration. For grade mares a copy of coggins and photos of both sides of mare is required.
- ✓ Completed Information Sheet
- ✓ Proof of current veterinary reproductive exam and normal uterine cytology and/or uterine culture
- ✓ Credit Card Authorization form. Must be on file or all shipping fees paid in advance before semen will ship.
- ✓ All applicable fees:
 1. The stud fee, chute fee, and all shipping fees must be paid in full before any semen will be shipped
 2. Any incomplete registration certificate or unpaid charges will result in a hold of the mare's name on the appropriate stallion breeding report
 3. Semen will not be shipped to any mare unless a current Credit Card Authorization form is on file with a credit card number/ expiration/ cvv code are provided, or shipping is **prepaid** with check or money order
- ✓ JRS PERFORMANCE HORSES RESERVES THE RIGHT TO DENY BREEDING TO ANY MARE AT TIME OF BOOKING

Shipping/ Ordering Semen

MARE OWNER agrees to the following procedures for semen to be ordered and shipped:

1. Please check with JRS Performance Horses to confirm the shipping schedule for the stallion. Normal collection days are Monday/ Wednesday/ Friday during breeding season. **It is the MARE OWNER's** responsibility to confirm our breeding/shipping days.
2. MARE OWNER, or agent, must give at least 24 hours notice of possible semen shipment to JRS Performance Horses and confirm shipment by 8am CST day of collection. No guarantee will be made that cooled semen will be available on a given day. It is first call, first serve. Frozen semen is available if cooled semen is not.

TO ORDER SEMEN- call or text 979-450-1400 with mare's registered name

3. MARE OWNER is responsible for keeping in contact with JRS performance Horses. Every effort will be made to facilitate a successful breeding between mare and Bullys Legacy, but failure to adhere to these guidelines may result in missed cycles and delayed shipments at the MARE OWNER's expense. A veterinarian knowledgeable in successful insemination techniques and breeding must oversee off site insemination in order to maximize the potential of a pregnancy.
4. Please see fee schedule above for available shipping options for semen, and associated fees.
5. On site breeding is available through Birdsong Farms. Please contact them to schedule any onsite inseminations and mare care.

6. JRS Performance Horses is NOT responsible for the COSTS arising from shipments lost, damaged, or delayed in transit. We have no control of the shipment once it leaves our facility! _____ **Initial Here**
7. MARE OWNER agrees to have mare checked within 30 days of insemination for pregnancy, and to report the results back to JRS Performance Horses. It is the MARE OWNER's responsibility to report pregnancy status of mare to JRS Performance Horses.
8. MARE OWNER is responsible for all DNA testing of mare and resulting foal.
9. MARE WILL NOT BE PUT ONTO BREEDING REPORT UNLESS ALL FEES HAVE BEEN PAID IN FULL, AND PREGNANCY STATUS AND LAST BREEDING DATE HAVE BEEN PROVIDED TO JRS PERFORMANCE HORSES

Limited Live Foal Guarantee

1. **A live foal is defined as one that will stand and nurse.** If foal is born dead, MARE OWNER agrees to furnish JRS Performance Horses, within 7 days, a certification from a licensed veterinarian that the foaling was an attended foaling and deliver a written statement from vet giving details required to substantiate the failure of the mare to produce a live foal. In such case, the MARE OWNER will have the right to rebreed contracted mare the season following the original contract only, or substitute a different mare for the rebreeding providing that the substitute mare is of same quality and condition as the original mare approved, determined at JRS Performance Horse's discretion. In such a case, return privileges will be available for the season following the original contract season. All rebreeds must pay the rebreed chute fee of \$350 and any shipping charges applicable. If the MARE OWNER fails to rebreed the following year after original contracted season, then any and all fees become forfeited, the right to rebreed is cancelled and the stallion owner is released from all further obligation of this contract, unless otherwise agreed in writing and signed by both parties.
2. If the above contracted mare dies, or is deemed unfit to breed during the 2022 breeding season, a substitute mare, approved by JRS Performance Horses, may be bred without additional fee for the 2022 breeding season. **NO REFUNDS GIVEN ON ANY FEES ASSOCIATED WITH THIS CONTRACT!!**
3. MARE OWNER must have a veterinarians report on file with JRS Performance Horse's with contracted mare's clean/negative culture, before any semen will be sent.
4. We DO NOT offer any color guarantees on any mares.
5. **EMBRYO TRANSFER:** MARE OWNER must inform JRS Performance Horse's if breeding is intended for embryo transfer. If more than one embryo is produced from a single flush then MARE OWNER is required to sign an additional contract for the additional embryo and pay an additional stud fee of \$1200 for each additional embryo.
6. It is recommended that MARE OWNER obtain embryo insurance, at MARE OWNER's expense.

In the event of the death or other event rendering Bullys Legacy no longer able to breed, MARE OWNER has the option to use frozen semen for Bullys Legacy (2 insemination attempts of frozen semen, and then contract is void) with an approved reproduction veterinarian facility.

This breeding contract is non transferable, and may not be sold or transferred unless written permission is given by JRS Performance Horses.

Merger, Enforceability, and Servability

This Agreement contains the entire understanding of the parties concerning its subject matter and there is no oral or written promises or representations upon which MARE

OWNER is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by MARE OWNER and JRS Performance . The invalidity or unenforceability of any term of this Agreement shall not affect the validity and enforceability of any other term.

Applicable Law, Jurisdiction, Venue, Attorney’s Fees, Limitations of Actions

This agreement shall be construed and governed by the laws of the State of Texas. Jurisdiction and venue for all disputes connected with this Agreement shall be proper in the county in which JRS Performance Horses is located (Brazos County). In the event lawsuit is brought with respect to enforcing this Agreement, JRS Performance Horses shall be entitled to recover its reasonable attorney’s fees and costs incurred in such action. Any action for claim brought against JRS Performance Horses related to this Agreement, must be brought within one (1) year of the date of this contract.

SIGNER STATEMENT OF AWARENESS

I/WE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

Executed on the Effective Date

MARE OWNER’s Signature

Jennifer Skinner’s Signature

MARE OWNER’s printed name

Jennifer Skinner printed name

MARE OWNER’s address

MARE OWNER’s email

MARE OWNER’s phone