



# HIL·CAT FARM

## CAPITAAN STALLION BREEDING CONTRACT SHIPPED CHILLED SEMEN

**Parties:** This following agreement is for the 20\_\_ breeding season between Hil-Cat Farm (Agent), 15341 Smith Wallace Road, Franklinton, LA 70438, (985) 839-4000, hereinafter referred to as “Hil-Cat”, and

\_\_\_\_\_  
OWNER OR LESSEE OF MARE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE, FAX AND E-MAIL ADDRESS

hereinafter referred to as “Mare Owner”.

Upon payment of \$250.00 booking fee, which is non-refundable, it is hereby agreed by and between Hil-Cat and the Mare Owner to breed the Holsteiner stallion, CAPITAAN, hereinafter referred to as “the Stallion”, to the following mare:

NAME	REGISTRATION NUMBER
BREED	SIRE
DAM	DAMSIRE
DATE OF BIRTH	COLOR/MARKINGS

\_\_\_\_\_  
BARREN, OPEN, MAIDEN OR FOALING?

hereinafter referred to as “mare”.

### Fees:

- 1) The stallion fee is \$1500.00 (booking fee not included). The amount will be paid to the stallion owner, Hil-Cat Farm, prior to the first shipment of semen. All outstanding charges, fees and transportation costs incurred by the Mare Owner must be paid before the breeding certificate can be issued.
- 2) Mare Owner agrees to pay for all charges for breeding accomplished by artificial insemination, including but not limited to charges for semen collection, extending of semen, and semen shipment incurred by Hil-Cat. The initial first semen shipment is included in the booking fee. A charge of \$300.00 for semen collection and shipping will be charged for each semen shipment. This is payable prior to the receipt of semen as billed by Hil-Cat. Indicate address for the shipping of semen:

\_\_\_\_\_  
\_\_\_\_\_

**Terms and Conditions:**

- 1) Mare Owner agrees to breed the above described mare to the Stallion as often as is deemed necessary by a licensed veterinarian to ensure conception. In the event that the mare does not become bred, Hil-Cat agrees to grant return service for a period not exceed six months from the day that the mare was first covered or August 15th, whichever comes first.
- 2) Prior to shipping semen, a negative culture and a certificate signed by a licensed veterinarian certifying that the above mentioned mare is in sound breeding condition must be submitted to Hil-Cat. Said certificate must state the date on which the culture was obtained and that date must be no earlier than thirty (30) days prior to the date of anticipated insemination. A culture is not required on maiden mares or mares to be bred on a foal heat.
- 3) Hil-Cat assumes responsibility only to distribute semen in viable condition to the designated location at the time of delivery. The semen must be administered by a licensed veterinarian within 24 hours of receipt.
- 4) Hil-Cat will ship semen from the Stallion when notified that the mare has been examined by a licensed veterinarian and is ready to be bred. This notice should be given to Hil-Cat 24 hours prior to time the semen is needed. The Stallion will be collected on Monday, Wednesday and Friday during the breeding season.
- 5) In the event the Stallion dies or becomes unfit for service prior to conception by the mare, or if the mare dies or becomes unfit to breed (as certified by a licensed veterinarian) prior to the initial breeding to the Stallion, this contract shall become null and void and all money paid as part of the stud fee (minus the booking fee) shall be refunded to the Mare Owner. If after the initial breeding the mare or the Stallion becomes unfit for breeding or dies, Hil-Cat agrees to cancel one-half of the service fee.
- 6) If the mare fails to produce a live foal, the mare is entitled to a return breeding after Hil-Cat is in receipt of a certificate, which must be furnished by a veterinarian, stating specifically that the mare has (a) been pronounced barren after being bred to the Stallion; (b) spontaneously aborted the foal, i.e. "slipped" the foal; (c) given birth to a dead foal, i.e., stillborn (not dead due to negligence of the mare owner); (d) given birth to a live foal which failed to stand and suckle; (e) given birth to a deformed foal. Notice of any loss of pregnancy after the sixty (60) day check is required within ten (10) days of examination in written form by a licensed veterinarian. Likewise, should the mare fail to produce a foal that stands and sucks or a deformed foal, Hil-Cat must be notified within forty-eight (48) hours of the foal's death or discovered deformity. An official written statement of details by a licensed veterinarian must be submitted to Hil-Cat within ten (10) days.
- 7) The parties agree the Mare Owner shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whether by death, disease injury, infection or otherwise, and by any cause whatsoever, whether related to the insemination or not, and therefore agree to hold Hil-Cat or any person employed by or associated with Hil-Cat, harmless for any and all damages associated therewith.
- 8) This contract is neither transferable nor assignable by the mare owner. In the event the mare is sold or otherwise transferred, this contract becomes null and void.
- 9) This contract contains the entire understanding of the parties and any modification or alteration of the terms and conditions of this contract must be in writing, signed by Hil-Cat and mare owner.
- 10) The Mare Owner understands that Hil-Cat reserves the right to refuse any contract for breeding at its own discretion.
- 11) This contract shall be interpreted in accordance with the laws of the State of Louisiana and its validity and administration shall be governed by said laws.

Upon execution of this contract as evidenced by the following signatures, the parties agree that they have read and understand this contract which shall be binding for both Hil-Cat and the Mare Owner.

Executed by Hil-Cat this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Agent for Hil-Cat: \_\_\_\_\_ and

Executed by Mare Owner this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Mare Owner/Agent: \_\_\_\_\_

*Return this contract **along with the registration papers for the mare being bred** and the booking fee to:  
Hil-Cat Farm, 15341 Smith Wallace Road, Franklinton, LA 70438*