

2024 STALLION BREEDING CONTRACT

GENERAL TERMS:

- 1. The Contract Owner below reserves one breeding to the selected stallion for the Breeding Fee indicated below plus Shipping (at cost) and a Collection Fee of \$250 during the 2024 breeding season, Feb 14th to July 1st. Stallions are collected Monday, Wednesday, Friday during the breeding season stated above, with NO exceptions. Holidays may cause there to be limited or no shipping options available, so please keep the major holidays in mind when setting up your mare for breeding. The Breeding Fee must be paid in full at the time of Contract execution for the Contract to be valid. The Shipping and Collection Fee is charged immediately prior to EACH shipment.
- 2. NO SHIPPMENTS WILL BE MADE BY BIG SKY FARMS UNTIL ALL FEES ARE PAID IN FULL.
- 3. If the chosen Stallion should die or become unfit for service prior to the mare being confirmed as pregnant, the Breeding Fee shall be refunded. All other fees are non-refundable.
- 4. Should any foal which is born to the mare, pursuant to this contract, not stand and nurse, the Owner shall be entitled to a re-breed the following year. THIS RE-BREED SHALL APPLY ONLY IF BIG SKY FARMS IS NOTIFIED WITHIN ONE (1) WEEK OF THE DEATH OF THE FOAL. THIS NOTIFICATION MUST BE ACCOMPANIED BY A STATEMENT FROM A LICENSED VETERINARIAN, STATING THE CAUSE OF DEATH. Big Sky Farm's sole liability and obligation for any foal that is born to the mare but does not stand and nurse, shall be the granting of a re-breed. Such breeding shall apply to the Breeding Fee only and only to the season immediately following the season set forth in this contract. The Owner shall pay Shipping and Collection Fees for the mare, under the same terms set forth in this contract. If the mare proves not to be in foal as a result of this contract or if the foal does not stand and nurse, the Contract Owner has the option to re-breed the mare the following year only. Big Sky Farms has the option to require that the mare be brought in-house for the re-breeding. Second year re-breeds will be at the discretion of the Stallion Owner, and additional breeding fees may apply. Any transfer of this Contract to a mare different than originally identified are subject to the discretion of the Stallion Owner and will require the Contract Owner to deliver a Breeding Assignment Agreement.
- 5. This contract provides for one (1) Breeder's Certificate. If multiple embryos are retrieved from one breeding, additional Breeding Fees will be assessed. It will be the responsibility of the Contract Owner to notify Big Sky Farms of the number of embryos transferred. If multiple embryos are desired and it takes more than one breeding, an additional contract is required for each breeding. It is the Contract Owner's responsibility to notify Big Sky Farms if/when an embryo is frozen and when utilized. If ICSI procedure is used to produce multiple embryos, Contract Owner will need an ICSI Contract in place. If not reported by November 1st, Contract Owner will be responsible for all associated registration late fees.
- 6. TO OBTAIN A "BREEDER'S CERTIFICATE" YOU MUST NOTIFY BIG SKY FARMS, LLC OF THE BIRTH OF THE FOAL. CERTIFICATE WILL NOT BE ISSUED IF THE ACCOUNT HAS NOT BEEN PAID IN FULL. THE STALLION OWNER IS RESPONSIBLE FOR SIGNING THE BREEDER'S CERTIFICATE.
- 7. Contract Owner shall hold Stallion Owner and Big Sky Farms harmless for any accident, injury, theft, disease, sickness, or death suffered by the mare and/or foal, or any other cause of action whatsoever arising out of or connected in any way with breeding. This includes but is not limited to, any claims of damages, loss or injury that may occur to any person or personal property.
- 8. In the event of any injury or death to the mare and/or foal, the Contract Owner will look solely to his/her own insurance. In the event anyone assesses a cause of action against Stallion Owner on account of injury or death to the mare and/or foal, Big Sky Farms shall be held harmless from any such cause of action including cost of defense.
- 9. If it should become necessary for Big Sky Farms to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due, the Contract Owner will pay Big Sky Farms all expenses and costs, including reasonable and necessary attorney's fees incurred by Big Sky Farms in enforcing this contract.
- 10. Any dispute related to this contract will be governed by the laws of the State of Arizona and venue of any dispute arising from this Contract shall be in Pinal County, Arizona.
- 11. This contract is a binding agreement between Big Sky Farms, Stallion Owner, and Contract Owner and is nontransferable unless otherwise agreed to, stated in writing, and signed by all parties. Any transferred breedings will incur a \$250 fee and completed paperwork by the new contract holder must be on file.

SHIPPED SEMEN:

- 1. ALL CONTRACTS, PAPERWORK AND BREEDING FEE MUST BE RECEIVED 72 HOURS PRIOR TO ORDERING SEMEN.
- 2. Shipment of semen via Fed Ex Priority Overnight OR airline shipment will be billed to the Contract Owner's credit card at cost, immediately prior to shipment. If an air shipment is requested or required, the Contract Owner's credit card will be charged an additional \$200 courier charge for transportation to the air shipment facility.

- 3. Semen orders must be placed no later than 5 PM Arizona time the day prior to shipment. Cancellations made by 7 AM Arizona time, the day of collection, will not be charged. If cancellation is not received by this time, Collection Fee will be charged. Confirmations and cancellations must be made by phone to 520-591-3124.
- 4. There is no guarantee of semen delivery within a certain time frame nor the quality of semen at the time of arrival. In the event of insufficient semen on a particular breeding day, Big Sky Farms will ship shipments on a first ordered, first served basis.
- 5. Depending on demand, Contract Owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available. If fresh semen is not available, Contract Owner has the option of receiving frozen semen if available. Fees for Additional frozen shipments via FedEx are \$300, Fees for Additional frozen semen Picked-up are \$150 (\$100 if Owner provides their own tank). Flights are not available when shipping frozen semen. Any unused frozen semen remains the property of the Stallion Owner and must be returned to Big Sky Farms at the Contract Owner's expense.
- DO NOT ORDER SEMEN VIA EMAIL, TEXTING OR ANSWERING MACHINE. YOU MUST TALK TO BIG SKY FARMS PERSONALLY TO ORDER SEMEN. Please call 520-591-3124.
- 7. ALL SHIPPING BOXES MUST BE RETURNED to Big Sky Farms, at the Contract Owner's expense within 10 days of shipment. There will be a charge of \$50 for shipping containers that are not returned.
- 8. Big Sky Farms only assumes responsibility to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit. Big Sky Farms does not guarantee fertility of any stallion but agrees to process each ejaculate to optimize 24-hour post cool motility and subsequent fertility. Every effort should be made to inseminate the mare within 24 hours after collection from the Stallion. Contract Owner agrees to use all cooled semen provided by this Agreement for only the mare named in this Agreement and no other.
- 9. The Contract Owner agrees that nothing shall be posted or shared via social media that could be negatively construed regarding the Stallion, Big Sky Farms, Stallion Owner, nor any of its employees, associates or affiliates. Doing so may result in legal action regarding the content and damages associated from such action. Furthermore, Big Sky Farms reserves the right to void this Contract in the event this Agreement is breached. Any offending Contract Owner shall immediately forfeit any fees, payments or right to a rebreed.
- 10. Big Sky Farms reserves the right to reject any Breeding Contract submission, for any reason, at any time.

CONTRACT OWNER	BIG SKY FARMS, LLC
Signature:	Signature:
Name:	Name:
Date:	Date:
	FOR OFFICE USE ONLY:
	Check/CC:Contract #:

Breeding Fee Paid: ______

2023 BREEDING INFORMATION SHEET

IMPORTANT: Deliver this form along with a signed Breeding Contract, and a copy of mare's registration papers to breeding@bigsky.farm. Big Sky Farms requires a credit card on file for all shipped semen contracts. Upon receipt of a contract where credit card billing is selected, Big Sky Farms will send you an invoice for the Breeding Fee. The Collection and Shipping Fee will be charged the day of Collection. If you are mailing a check for the Breeding Fee, please allow at least 2 weeks before ordering semen. Checks can be mailed to P.O. Box 805, Eloy AZ 85131.

***All paperwork and payment must be received at least 72 hours prior to ordering semen. ALL SHIPPING RESERVATIONS MUST BE MADE BY CALLING 520-591-3124 BY 5PM Arizona time, the day before shipping. No Email. No Text ***

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STALLION	
BSF Go Van Gogh - \$1,250 Breeding Fee plus Collection of \$250 and Shipping (at cost)	
Hellza Flit - \$1,250 Breeding Fee plus Collection of \$250 and Shipping (at cost)	
Leos Fame N Fortune - \$1,250 Breeding Fee plus Collection of \$250 and Shipping (at cost)	
MARE INFORMATION	
Mare Name:	Mare AQHA #:
Check here if rebreed from prior year	
Carry	
Embryo Transfer	
CONTRACT OWNER INFORMATION	BREEDING FACILITY INFORMATION
Owner Name:	Clinic Name:
E-mail Address:	Primary Contact:
Phone #:	Contact E-mail:
Billing Address:	Shipping Address:
City, State, Zip:	City, State, Zip:
Payment Method:	Office Phone#:
Check (Mailed to P.O. Box 805, Eloy AZ 85131)	Cell Phone#:
Credit Card (BSF will e-mail an invoice to pay)	NEAREST MAJOR AIRPORT:
Comments:	