

KT JUST FLY

Standing at ELWOOD EQUINE
7912 North Highway 13
Elwood, Utah
84337
Phone: 435.553.0077

SHIPPING/COLLECTION DAYS: **MWF**
2024 Breeding season begins Feb 3rd and will end June 30th.

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2025 BREED FEE
\$2000

Mare Owner _____
Mare Name _____
Registration Number _____
(Please accompany a copy of both sides of the registration papers)
Address _____ City, State, Zip _____
Cell Phone _____ Emergency Phone _____
E-Mail _____

Receiving Veterinarian or Breeding Station information:

Name: _____ Phone: _____
Physical Address: _____ City, State, Zip: _____
Nearest Airport: _____ Email: _____

The address listed will be the address used for semen shipments, if you change vet clinics you are responsible to notify Elwood Equine of this change.

Select this box if the mare is being brought to **Elwood Equine** for breeding.

This service is subject to the following:

1. This contract is a binding agreement between Elwood Equine, Stallion Owner, and Mare Owner and is non-transferable unless otherwise agreed to, stated in writing, and signed by all parties. Any transferred breeds will incur a booking fee and all completed paperwork by the new contract holder must be on file with Elwood Equine. Mare shall be in a healthy and sound breeding condition. Any mare certified by the attending veterinarian to not be in sound breeding condition shall not be bred and a mare may be substituted at no additional charge. In the case that the listed mare dies, a new mare owned by the contracted party may also be substituted at no additional charge.
2. A semen shipment includes the collection, evaluation, and preparation of semen and the delivery to the courier (FedEx, UPS or Counter to Counter Airline) and all shipping charges. Stallions are collected **MWF**. 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.*
 - a. If Shipping Semen or Picking Up Semen, **all semen collection fees must be paid at time of collection** by the Mare Owner at \$375.00 per event for Fedex, \$500 for Counter to Counter, \$195 for customer pickup, and \$150 for semen collected and used on site. The first collection fee is waived. Each subsequent collection will be charged \$200 plus shipping. Semen will not be shipped without a completed contract and up to date payment.

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- b. Elwood Equine's semen shipping container must be returned and received within 7 days of received shipment or \$25 per day late fee will be charged. A fee of \$45 for boxes and \$450 for frozen shippers will be assessed and charged to the CC on file if the container is not returned to **Elwood Equine**.
 - c. International shipping will be subject to additional fees.
3. If frozen semen is requested, there will be additional frozen semen *purchasing fees (charged per dose)*. **Not all stallions on-site have frozen semen offered**; frozen semen requests are approved by the stallion owner only. Frozen semen shipments are \$500. Frozen semen shipments are on a first come first serve basis. We will ship out frozen semen as we have shippers available and make no guarantees on availability.
 - a. Frozen only Stallions: The first shipment will consist of 2 doses. If a pregnancy is not achieved using the initial two doses, a third dose will be released. If a pregnancy is not achieved using the third dose, a fourth dose may be purchased for an additional \$250 breed fee.
 - b. After the fourth dose, additional doses will be released at the stallion owner's discretion. They will be subject to a minimum of \$250 breed fee per dose.
4. Mares on the premises of Elwood Equine have breeding priority on any given day, therefore, we make no guarantee cooled semen will be available for any specific day. In the event of insufficient semen on a particular breeding day, Elwood Equine will ship on a first ordered, first served basis.
5. For the Mare owners requesting shipped semen Elwood Equine will guarantee only one dose of shipped semen; two doses will be shipped if available on the day of shipping.
6. Elwood Equine guarantees 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. Elwood Equine does not guarantee fertility of any stallion but agrees to process each ejaculate to optimize 24-hour post cool motility. Every effort should be made to inseminate the mare within 24 hours after collection from the Stallion. Mare Owner agrees to use all cooled semen provided by this Agreement for only the mare named in this Agreement and no other.
7. **The Mare Owner or attending veterinarian must give a minimum of a 24-hour advance notice to Elwood Equine prior to shipment. All shipment requests must be canceled by 8:00 AM (MST) the day of the shipment. If you fail to cancel, the shipment will be considered CONFIRMED, and processed/charged accordingly.**
8. **Shipments request must be called in to Elwood Equine (435-553-0077). No text, fax, email, Facebook message or any other type of request will be accepted. Please do not assume a voicemail will reserve a shipment. Verbal confirmation is required from Elwood Equine prior to shipment.**
9. If the mare aborts or fails to conceive, rebreed privileges will be available.
10. Rebreed Privileges are for the following year only. *Rebreed contracts are NOT eligible for rebreed privileges or live foal guarantees*. In no scenario will the breeding fee be refunded. If the Mare Owner fails to rebreed the following year, then any and all fees paid shall be forfeited, the right to rebreed is canceled and Elwood Equine and the stallion owner are released from all obligations of this contract.
11. All Rebreeds are subject to a **\$450 fee**.
12. This contract is valid for the 2024 breeding season only. Mare Owners may not purchase this contract with the intent to use in a subsequent season. In the event of this contract being paid in full, and the mare never being bred, this shall become a rebreed for the following season ONLY. A rebreed fee will be due at that time, and any difference in Stallion Fee is required and must be payable to the Stallion Owner.
13. Live Foal Guarantee: Shall pertain to mares that are pronounced in foal by a Veterinarian within 90 days after the last breeding date. A live foal is defined as one that will stand and nurse. If the foal dies at birth, Mare Owner agrees to furnish Elwood Equine within 7 days, a veterinarian's certificate describing the occurrence. If the mare does not produce a live foal the first breeding season, the mare owner is entitled to a rebreed the following year. All third year rebreeds are at the sole discretion of the stallion owner and are not guaranteed.
14. If the above stallion dies or becomes unfit for service for any reason, then this contract will be null and void and both parties are relieved of any further obligation. Any monies paid by the Mare Owner toward the Breeding Fee shall be refunded at the sole discretion of the **STALLION OWNER**.
15. A Breeder's Certificate will be issued by the stallion owner directly for the foal when the mare has produced a live foal from this breeding and all expenses have been paid in full.
16. **Embryo Transfers**: Mare Owner agrees to notify Elwood Equine if this is an embryo transfer mare. In the event of multiple embryos from a single flush, the Mare Owner agrees to notify Elwood Equine once the additional recipient mares have been confirmed in foal with a heartbeat present. The Mare Owner must then pay a Stallion Fee equal to the original Stallion Fee for each additional live foal. The additional Stallion Fee is due upon the additional foal(s) standing and nursing.

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The Mare Owner agrees that nothing shall be posted or shared via social media that could be negatively construed regarding Elwood Equine, Stallion Owner, nor any of its employees, agents, volunteers, or affiliates. Failure to do so may result in legal action regarding the content and damages associated from such action. Furthermore, Elwood Equine reserves the right to void this contract in the event this Agreement is breached. Any offending Mare Owner shall immediately forfeit any fees, payments or right to a rebreed

17. Any dispute related to this contract will be governed by, construed, and enforced in accordance with the laws of the State of Utah, and the venue of all disputes arising from this Breeding Agreement shall be Box Elder County, Utah.
18. If any provision of this Agreement shall be found invalid or unenforceable, it shall be deemed severed from this Agreement and the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

Send completed contract to kelli.ktjustfly@gmail.com

or mail contract and check to:

Kelli Thouvenell
7119 West 5100 South
Hooper, UT 84315

Kelli 435.864.8245

Collection and shipping charges must be paid in full before semen will be shipped and are payable to Elwood Equine.

stallions@elwoodequine.com

435.553.0077

A valid credit card must be on file.

Mare Owner/Agents Signature & Date: _____

CC# _____ exp: _____ CVS code: _____