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Elwood Equine Reproduction 7912 North Hwy 13 Elwood, Utah 84337 8015987048 krystalh@elwoodequine.com

Breeding Services Contract 2024

Elwood Equine, hereinafter (EE), agrees to perform breeding services for the mare listed below given the following terms:

Owner:	Phone:
Owner's Address:	
Email:	
Mare's Registered Name and number:	
Barn Name:	
Embryo/Recipient Mare Used: YES/NO	
Stallion Name / Contact Information:	

By entering into this Contract the Owner agrees to the following:

1. PAYMENT: Mare owner is required to pay a \$500.00 deposit due when the mare arrives at EE. Costs are summarized and attached to the contract. Final costs are unable to be calculated as each mare is different and may require different medical care. <u>Client mare will not be released until payment is</u> made in full on Owner's account balance, to include interest if applicable, with Elwood Equine.

2. RELEASE, HOLD HARMLESS, COVENANT NOT TO SUE: Owner specifically acknowledge that participation by yourself, your personnel, Mare and/or Foal in any capacity, in any activity at the EE breeding facility, subjects you and them to substantial and serious risk of damage, injury, sickness or death. You hereby assume all such hazards and risks and hereby release, hold harmless from and hereby covenant not to sue EE, its respective officers, directors, shareholders, employees, agents, representatives, other contract personnel, successors and assigns (the "Released Parties") regarding any

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and all claims, demands and liabilities which you or they may have, now or in the future, known or unknown, which may arise or result from or are in any way connected with your or their participation in breeding activities. This provision survives after the competition of this contracted work.

3. NO WARRANTY: EE makes no guarantees, warranties, or representation as to the success or outcome of the breeding procedures herein contemplated. EE strongly recommends insuring embryos after your mare is confirmed in foal.

4. PAYMENT: All account balances are to be paid before the mare departs EE. Unpaid account balances will be considered delinquent after 30 days, and an interest rate of 1.5% per month will be applied to the account, and all further services can be terminated at the discretion of EE until the account is settled. If collection proceedings are commenced Owner agrees to pay all incurred costs by EE, including attorney's fees.

5. MODIFICATIONS: Any modification, or assignment, of this Breeding Agreement shall be binding only if placed in writing and signed by each party or a duly authorized representative of each party.

6. AUTHORITY OF SIGNOR: The person signing this Contract represents and warrants that he/she is the Owner of the Mare, or if not the owner, then has actual authority to act as Owner's agent for purposes of entering into this Contract, and to make any and all decisions regarding the animal and its veterinary care. All references in this Contract to the Mare Owner, or Owner, shall be deemed binding upon the person signing this contract.

7. CHOICE OF LAW: This Breeding Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties. This Breeding Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Utah, and venue of all disputes arising from this Breeding Agreement shall be Box Elder County, Utah. Each party to this Transfer Contract has fully read it, fully understands it and consents to abide by its terms.

8. NOTICE: Owner agrees the address and contact information provided acts as the mechanism for legal notice.

9. SEVERABILITY CLAUSE: In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

10. WAIVER: No waiver of any right under this Agreement will be effective unless there is a knowing, voluntary relinquishment of a known right in writing and signed by the party making the waiver. No delay in acting regarding any breach will be construed as a waiver of the breach.



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2024 Breeding Price List

This price list is intended to provide our clients with an estimate of costs associated with the breeding of their mares. These prices are subject to change and this list may not contain every cost associated with each breeding cycle.

Breeding: (Includes all ultrasounds associated with that cycle):

Frozen: \$950/cycle

Cooled: \$650/cycle

Daily Board:

Dry: \$22/day

Mare and Foal: \$25/day

Drugs: (Use will vary with each mare)

Deslorelin: \$65

HCG: \$35 /dose

Banamine: \$18/dose

Dexamethasone: \$15/dose

Oxytocin: \$18/dose

Lutalyse: \$20/dose

Enrofloxacin (7 day treatment): \$78

Oral Altrenogest (14 day treatment): \$76

Injectable Altrenogest: \$48/dose

Sedation: \$45

Uterine Lavage: \$150

Airport Pickup: \$125

Average breeding cost per mare per cycle (not including board):

Cooled: \$1,105-\$1,505

Frozen: \$1,305-\$1,705



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<u>Client mares will not be released until balances are paid in</u> <u>full.</u>

Signature of Mare Owner:	Datas	
Signature of Mare Owner.	Date:	