

SERGEANT COLTON LEVI DERR FOUNDATION
STALLION SERVICE CONTRACT

518 6th Street STE 2 / Rapid City, SD 57701

www.sergeantderrfoundation.org

STALLIONS

Chicks Dash Easy (\$1,500) 1998 Quarter Horse (Deceased) AQHA # 3724127

Lost In The Dark (\$750) 2017 Thoroughbred #1722189

- ◆ On File with AQHA
- ◆ (Includes 1st Shipment of Cooled Semen)

This contract certifies that _____ hereafter referred to as "Mare Owner", has engaged service to stallion: _____ for the 2023 breeding season for Mare _____

Registration Number: _____ Breed: _____

It is Agreed:

Any deviation from these terms must be specified in writing and signed by Sergeant Colton Levi Derr Foundation (Jerry W. Derr, Stallion Manager), hereafter referred to as "Stallion Owner." Mare Owner must provide the following to Stallion Owner at time of booking:

- Signed Breeding Contract
- Completed Information Sheet
- Copy of Mare's Registration Certificate
- Non-Refundable \$250 Booking Fee

Orders (***please give 24 notice of likely shipping event***) must be placed by 9:00 am MST on the day of collection. Collection days are: Monday/Wednesday/Friday. If cancellations are received after the shipment has already been sent, the Mare Owner is responsible for any additional shipping charges. **Semen must be ordered by phone @**

- ◆ Jerry W. Derr @ 605-545-2505 / jerry@sergeantderrfoundation.org
- ◆ Fresh shipments of semen (collection included) will be sent at \$350 per shipment. Frozen semen will be shipped at \$425 per shipment. The Stallion Owner shall not be responsible for the costs arising from shipments that are lost, damaged, or delayed in transit.

GENERAL CONDITIONS

1. Live Foal Guarantee: "Live Foal" is herein defined as a newborn foal, which stands and nurses without assistance. If the mare proves barren, aborts her foal, or the foal is born dead, Mare Owner agrees to furnish the Stallion Owner with proper notification in the form of written certification by a licensed veterinarian within 7 days of the occurrence. Stallion Owner guarantees a return breeding for the following breeding season for said mare, should a "live foal" as above described not result from this mating. There will be no re-breed fee in the event that a mare did not get in foal or the foal was born dead, however, the Mare Owner will be responsible for all applicable shipping charges.

If the Mare Owner fails to rebreed said mare the following year; 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. In the event of the death of the above named Stallion, this contract shall become null and void. No money shall be refunded to mare owner except the booking fee if the mare has not been bred. In the event of the stallion's death prior to the delivery of a live foal, the "live foal guarantee" as above described shall become null and void. Should the mare die subsequent to payment of the booking fee but prior to breeding, only the booking fee will be refunded to Mare Owner. No other fees or charges are re-fundable except as described in this paragraph.

It is understood that the breeding season commences on February 1 and terminates August 1 of the same year. Mares who do not come into season or are not settled within said breeding season as above described shall be carried over to the following year, or may be re-bred during the following heat(s) if it is practical for Stallion Owner to do so. In the event Mare Owner elects to re-breed during the following breeding season, Mare Owner agrees to pay any increase in shipped semen fees, collection fees, or Mare care fees.

Sale of the said Mare by Mare Owner to another party or parties will terminate the live foal guarantee as set forth above and described in this contract, unless same is acknowledged and accepted in writing by Stallion Owner.

2. The balance of the entire breeding fee is due prior to the first shipment of semen or insemination of mare. No semen will be shipped or released for pick-up until all fees are paid in full. All payments should be made payable to Sergeant Colton Levi Derr Foundation. Mare owner may not remove mare from the breeding facility until all expenses are paid in full.
3. The Mare Owner must notify the Stallion Owner of the date of insemination and confirmation that the mare is in foal. Semen must be used only for the mare designated in this contract.
4. A breeders certificate will be furnished to Mare Owner upon notification of the birth of the foal. Only one foal may be registered per paid breeding.
5. Any incomplete registration certification or unpaid charges will result in a hold of the mare's name on the stallion breeding report. Payments may be made by Check, VISA, MasterCard, or American Express. There will be a 3% fee added for all payments made by credit card.
6. The Stallion Owner, its agents, representatives, and affiliates shall not be responsible for any disease, injury, death, theft or accident to the mare and/or foal resulting from the breeding arising out of this agreement. The Mare Owner agrees to hold harmless and release the Stallion Owner and their respective agents, representatives, affiliates and/or others acting on their behalf from any liability whatsoever, arising by law or in equity, relating to any act or omission, and all injuries, damages or losses that the Mare Owner may sustain arising out of the breeding of the above named Stallion.
7. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of South Dakota, and shall be enforced and interpreted in accordance with the laws of said State. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

To be completed by Stallion Owner:

Approved By:

Name

Signature

Date

To be completed by Mare Owner:

Approved By:

Name

Signature

Date

THANK YOU FOR YOUR SUPPORT!

MARE OWNER INFORMATION SHEET

This form must be completed and returned with the breeding contract.

Name of Mare: _____

Approximate Breeding Date: _____

BILLING INFORMATION (Person responsible for payment):

Name: _____

Address: _____

City: _____

Phone #: _____

VETERINARIAN'S INFORMATION

Veterinarian's Name: _____

Clinic Name: _____

Phone #: _____

SHIPPED SEMEN INFORMATION (semen will be shipped to)

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____

SATURDAY DELIVERY ADDRESS (Please contact FedEx and verify if your shipping address has Saturday delivery as many locations do not. If your receiving address does not, please locate the nearest Saturday Hold Location or alternate address you would like us to use):

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Is this a HOLD address: YES NO

CREDIT CARD AUTHORIZATION FORM

Please return this form with the breeding contract if paying by credit card. Payments may be made by Check, VISA, MasterCard, or American Express and all funds must be in US dollars. There will be 3% fee added for all payments made by credit card.

Cardholder's Name: _____

Cardholder's Billing Address: _____

City: _____ State: _____ Zip Code: _____

Please Circle Card Type: VISA MasterCard American Express

Card Number: _____

Expiration Date: _____ Security Code: _____

Signature of Cardholder: _____



Sgt COLTON LEVI DERR
FOUNDATION