

**2017 BREEDING CONTRACT**  
**Sea Accounts**

This contract is made by and between Cynthia and Christopher DeBracy dba DeBracy Sport Horses (hereinafter "DSH") owners of the stallion SEA ACCOUNTS, and \_\_\_\_\_, (hereinafter "Mare Owner") for breeding of the mare described below by shipped cooled semen during the 2016 breeding season and is subject to the terms and conditions herein.

**Mare:**

Registered Name of Mare \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Registered with \_\_\_\_\_ Reg. Number \_\_\_\_\_  
By \_\_\_\_\_ Out of \_\_\_\_\_  
Description of Mare: \_\_\_\_\_

---

The Mare Owner must also submit the attached Mare Questionnaire with this contract, along with a copy of said mare's registration papers and a picture (copies are acceptable). If Mare Owner sends in original picture of mare and would like the picture to be returned, they must supply a self addressed stamped envelope.

**Fees:**

Stud fee and booking fee are to be paid directly to the American Hanoverian Society based on the winning bid amount. The normal stud fee is \$1150.00 plus a \$350 non-refundable booking fee.

If the said mare is to be rebred next breeding season in conjunction with the Live Foal Guarantee, a new, non-refundable booking fee of \$350.00 must be paid and received by DSH before semen shipment is requested.

Collection and shipping of cooled semen is performed by DSH or a designated facility. The first collection fee is included in the stud fee. Additional collections will be \$200 payable to DSH prior to shipment. Semen is shipped via FedEx and the cost of shipping may be paid either with a FedEx account number or a credit card or Counter-to-Counter via American Airlines..

**Breeding Soundness Report:**

A veterinary certificate and current uterine culture, taken by a licensed veterinarian, when the mare is in heat and submitted to a recognized laboratory, showing that the mare in this contract is in sound breeding condition, is a condition of this service. Mare Owner must supply DSH with results before semen can be shipped. If said mare is in foal this exam can be waived.

**Live Foal Guarantee:**

If the mare described in this contract does not conceive or deliver a live foal that stands and nurses unassisted and the stud fee was paid in full, then the Mare Owner shall be entitled to re-breed the mare for the next breeding season, subject to the payment of a \$350.00 booking fee. In the event that the foal is stillborn, is aborted or fails to stand and nurse, and in order to maintain this guarantee, the Mare Owner agrees to notify DSH within 72 hours and provide a detailed statement affirming proper care of the mare during gestation, including but not limited to;

rhinopneumonitis vaccinations at 5, 7 and 9 months, attended to mare during foaling, and proper nutrition. This detailed statement must be completed by a licensed veterinarian within 10 days following notification to DSH.

If the mare does not produce a live foal that stands and nurses unassisted the following breeding season, this contract shall become null and void, and no refunds, rebreedings, or fees shall be returned.

**Condition of Mare:**

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 whatsoever by death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination, and therefore releases discharges, indemnifies and holds harmless DSH from any liability for any and all damages associated therewith. The Mare Owner hereby agrees to pay all expenses and attorney's fees incurred by DSH in defending any claims for which the Mare Owner has agreed to release, discharge, indemnify and hold harmless DSH.

**Substitution:**

If the mare does not get in foal, dies or becomes unfit for breeding, another mare may be substituted but only with the prior written consent of DSH. It is agreed that if the stallion dies or becomes unfit for service then frozen semen, if available, will be used instead and Mare Owner will be subject to all applicable fees of handling and shipping said frozen semen. If no frozen semen is available and the stud fee has been paid in its entirety and no fresh semen has been shipped, then the stud fee shall be returned to the Mare Owner less the non-refundable booking fee.

**Availability of Stallion:**

SEA ACCOUNTS is generally available for breeding from March 1<sup>st</sup> to September 1<sup>st</sup>, though DSH will attempt to honor requests outside that timeframe according to their schedule. Frozen semen is available year round. Mare Owner understands that if SEA ACCOUNTS is away at a competition when semen is requested then frozen semen, if available, may be shipped instead. If Mare Owner does not wish to use frozen semen then Mare Owner may wait until SEA ACCOUNTS is available for shipping. His competition schedule is posted on his Facebook page at [www.facebook.com/SeaAccounts](http://www.facebook.com/SeaAccounts).

**Advanced Notice:**

It is the Mare Owner's responsibility to notify DSH the first day the mare is in season. DSH must be notified no later than 8:00 p.m. Central Standard time on the day BEFORE collection/shipping is needed. Same day collections, if available, will be subject to additional fees.

**Collection/Shipment:**

All orders for semen will be filled as received, subject to availability of the stallion's semen. Mare Owner must fax in the Cooled Semen Shipment Request Form and call DSH to schedule a collection according to the Shipped Cool Semen Procedures. All stud fees and collection fees, if applicable, must be paid in full prior to any semen being shipped. Mare Owner must have a licensed veterinarian or breeding technician responsible for the insemination process. The Mare Owner agrees that DSH's sole responsibility is to provide live semen in viable condition to Mare

Owner's requested facilities.

Collections are available 7 days per week. FedEx shipping Monday through Friday with pickups or counter-to-counter available on weekends. If possible 2 (two) doses of semen will be sent and must be used only for mare named herein. Mare Owner agrees to have their reproductive veterinarian or breeding technician fill out and sign the Insemination Form, which will be included with the shipment of semen. Mare Owner further agrees to promptly fax or mail this Insemination Form back to DSH. This is to insure that the breeding certificate will contain accurate information.

Frozen semen is available under the same terms and conditions of this contract. Typically, in order to save the Mare Owner money, three doses will be shipped at one time.

**Embryo Transfer:**

Embryo transfers may be performed with prior notification to DSH. In the event, that multiple pregnancies are obtained due to multiple embryos from a single flush, a fee of \$350 equal to the booking fee shall be due and payable after the 28-30 day pregnancy check for each additional pregnancy. Once payment is received, the additional foals will be eligible for the same registration as first foal. In the event that DSH is not notified nor paid as described above, then a full stud fee of \$1,500 shall be due for each additional foal in order to receive a breeding certificate.

**Pregnancy Checks:**

Mare Owner agrees to have a pregnancy check performed on days 14-16 and again on days 28-30 if in foal during first check and notify DSH both times of the results. Additional checks may be recommended by veterinarian.

**Registration:**

DSH agrees to provide a breeding certificate to the Mare Owner's registry of preference as indicated on the Mare Questionnaire, provided the Mare Owner has met the conditions of this contract.

Mare Owner understands that in order to receive a breeding certificate from the requested registry, that the mare named herein, must already be approved for breeding or must meet all approval requirements to enter one of the registries' studbooks. All fees to have mare approved for breeding with any registry and/or have foal inspected is the responsibility of the Mare Owner.

**Naming of Foal:**

**Unless required otherwise by Mare Owner's registry of choice, Mare Owner agrees to name foal with a name beginning with the letter "S."**

**Non-Assignment:**

This contract cannot be assigned or transferred by the Mare Owner without the prior written permission of DSH. There is no right of return to the stallion if the mare is sold or otherwise changes ownership after having been served by the stallion.

This contract constitutes the entire contract between the parties with regard to the subject matter hereof, and supersedes all previous contracts. There are no other agreements, representations or

warranties, either oral or written, between or among the parties.

This contract shall be interpreted, construed and governed by the laws of the State of Texas. Any disputes of a legal matter must be settled in Cooke County, Texas.

I, the undersigned, do hereby certify that I am the Mare Owner named herein, or a duly authorized agent thereof, and as such have the authority to enter into this contract, as witnessed by my signature. I also certify that I have read and understand this contract and fee schedules. This contract is binding upon both parties when signed.

Signature of Mare Owner	Date	Signature of DSH	Date
_____	_____	Cynthia DeBracy	_____
Print Name of Mare Owner		3811 County Road 336	
_____		Valley View, TX 76272	
Street Address		214.770.0775	
_____		877.904-5759	
City, State and Zip		cyndi@debracysporthorses.com	
_____		or cyriz@debracy.net	
Phone Number			
_____			
Fax Number			
_____			
e-mail address			

## *Mare Questionnaire*

(Please attach copy of registration papers and conformation picture of mare when submitting)

### **Contact**

---

Mare Owner: \_\_\_\_\_ Country: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
City: \_\_\_\_\_ Fax: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

### **Mare Info**

---

Mare's Name: \_\_\_\_\_ DOB: \_\_\_\_\_  
Breed: \_\_\_\_\_ Registration #: \_\_\_\_\_  
Had an EVA test?  Yes  No Date of test: \_\_\_/\_\_\_/\_\_\_ Result?  Pos.  Neg.  
Date of vaccination (if applicable): \_\_\_/\_\_\_/\_\_\_

Has this mare ever been bred before?  Yes  No  
Results of each breeding:

\_\_\_\_\_

Number of times mare was bred to achieve pregnancy:

\_\_\_\_\_

Provide details if mare has a history of early embryonic losses:

\_\_\_\_\_

Please detail special care this mare may need to maintain a pregnancy: i.e. progesterone, caslicks

\_\_\_\_\_

Performance history of mare (if applicable):

\_\_\_\_\_

Performance history of mare's foals (if applicable):

\_\_\_\_\_

Desired registry for foal: (Subject to approval by registry)

GOV  ATA  AHS  RPSI  Jockey Club  PHR  AQHA  APHA

### **Mare's Veterinarian**

---

Vet's Name: \_\_\_\_\_ Country: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ Email: \_\_\_\_\_  
State: \_\_\_\_\_ Fax: \_\_\_\_\_  
Zip: \_\_\_\_\_