

# A TOUCH OF SUDDEN

## Stallion Service Contract

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between  
(Tony & Madison Wood) Stallion Owner and: Mare Owner: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Alternate #: \_\_\_\_\_ Mare Name: \_\_\_\_\_  
Registration #: \_\_\_\_\_ Registry: AQHA APHA Other: \_\_\_\_\_  
Registration #: \_\_\_\_\_ Registry: AQHA APHA Other: \_\_\_\_\_  
Name and Address of any other person having ownership in the mare:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*Please remember to include a copy of the mare's papers when  
returning contract!**

1) This certifies that a breeding contract exists for the 2018 season, between the above mentioned Mare and the Stallion, A Touch of Sudden, for a fee of \$ \_1000\_\_\_, which will include a live foal guarantee. A "live foal" is one that is able to stand and nurse (or be hand fed), for a period of 72 hours, provided the death is not due to accident unrelated to the foaling. All fees, charges, and deposits due to the Stallion Owner, must be paid before the Mare is covered on the farm or delivery of the semen. This contract shall become void if not completed and returned within 30 days of date listed above.

**Stud Fee \$1,000 \_\_\_\_\_**  
**Shipping Fee \$300 \_\_\_\_\_ Rebreed Fee \$300 + Shipping \$300 \_\_\_\_\_**

**All fees are payable to (Wood & Sons Inc. ). Please return the required payment along with your signed contract and a copy of the mares' registration papers to:**

**Wood & Sons Inc.  
P.O. Box 106  
Rudd, IA 50471**

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2) Other fees payable to Wood & Sons Inc. are as followed:

\$200 Collection/Insemination Fee for On-Farm Mares (paid once per breeding season (other fees will apply; including, but not limited to – mare care, medications, etc.))

\$175 per Cooled Semen Pick Up (mare owner or representative will travel to AEC to pick up the collection for insemination elsewhere)

\$300 per Cooled Semen Shipment – Priority Overnight (includes collection and FedEx fee)

\$325 per Saturday Delivery or Early Morning Priority Overnight Delivery where available

\$400 per Cooled Semen Shipment – Counter to Counter (same day delivery (includes collection, courier, and airline fee)) \*\*\*It is the mare owner's responsibility to return the shipping container to AEC within 5 days of receiving.

3) Wood & Sons Inc. will make every attempt to satisfy all breeding commitments for each breeding session. Therefore, it is important that proper notice be given to the Stallion Manager (Tony Wood) when a shipment is required. The Mare Owner or their veterinarian must give 24-hour notice when semen is needed. Priority is given to mares at Wood & Sons Inc. and all other transported semen breedings with the most advanced notice. Collection days are Monday, Wednesday, and Friday.

4) Wood & Sons Inc. will exercise judgment consistent with recognized standards in care and supervision of the Mare and/or foal. Farrier services, if necessary, will be performed by a Farrier of Wood & Sons Inc. choice, and billed to the Mare Owner. Wood & Sons Inc. will examine the Mare for normal breeding conditions and administer medical care as deemed necessary to the health and safety of the mare and/or foal and may administer drugs to regulate estrus or heat to induce ovulation, and do all the things reasonable to aid in the Mare being able to conceive a foal. The Mare Owner acknowledges that the possibility of infection or disease exists at any breeding facility and may be increased due to the varied clientele that Wood & Sons Inc. services. Other than as provided in this agreement, Wood & Sons Inc. shall not be liable in any way for any failure to settle, injury, sickness, disease, or death of the mare, or mare's foal arising from the stallion service pursuant to this agreement. Any insurance desired on the mare, mare's foal, or foal in-utero is the sole responsibility of the mare owner.

5) Said Mare shall be in sound breeding condition, free from infectious and/or contagious diseases, and current on all vaccinations and deworming, prior to breeding. A current negative Coggins test and health and immunization records shall accompany the mare if coming to the farm for breeding. Wood & Sons Inc. reserves the right to refuse the Mare if she is not in satisfactory condition.

6) The Stallion Owner assume all responsibility only to make available live semen in viable condition at the time of delivery to the Mare Owner's farm or the designated veterinarian. Wood & Sons Inc. cannot control the shipping service once the package has left the farm. They assume no responsibility for what may occur when FedEx or an airline handles the package: delays, damage, etc. Neither the Stallion Owner or Wood & Sons Inc. assumes liability for injury or death to the Mare or any person associated with Mare Owner.

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7) The designated veterinarian must examine the Mare for pregnancy, via ultrasound, between 14 and 18 days post ovulation. If the Mare is not pregnant, the Stallion Manager must be notified immediately to arrange for additional shipments of semen and payment of an additional shipment fee. All ultrasound examinations confirming pregnancy status must be reported to the Stallion Manager (as stated in Section 10).

8) Should the Mare fail to conceive after 2 heat cycles via artificial insemination with shipped semen from this Stallion, no subsequent shipment shall be sent within the current breeding season for that Mare. The Mare Owner shall either haul the Mare to the Stallion site for evaluation and artificial insemination on-farm, or they shall substitute an approved mare during the current season or the following season. All charges from a season (as stated in Sections 1 and 2) shall be paid in full before the closing of this contract for that year - failure to do so will result in ineligibility of the Mare for rebreed services the following season. If the Mare Owner is has paid all necessary fees, and chooses to use the breeding the following year, the collection/shipment fees, as well as any on-farm breeding charges, are still in effect. This contract shall be honored for 1 breeding season following the original purchase of the Stallion Service Fee, provided all specifications are met. Stallion Service Fees purchased through a(n) Futurity/Auction, as well as privately purchased fees, will be subject to a \$100 rebreed fee, payable to Wood & Sons Inc. If the original Mare has been evaluated and/or a substitution of an approved Mare has taken place, and shipped semen has been utilized for 2 heat cycles throughout 2 consecutive breeding seasons without resulting in pregnancy, this contract shall become void.

9) This contract is not transferable and the Mare Owner may not assign any rights or delegate any duties without the written consent of the Stallion Owner.

10) Pregnancy status must be reported to Wood & Sons Inc. ([maidi.wood.14@gmail.com](mailto:maidi.wood.14@gmail.com)) , by September 1 of the breeding year, or the mare WILL NOT be listed on the Stallion Report. If a Stallion Report must be filed after the deadline for that breeding year, the Mare Owner is responsible for the late filing fee as well as an addition of a Mare to the report fee.

11) Any unpaid fees, including but not limited to – the stud fee, on-farm breeding charges, or shipping fees – will be charged interest at the rate of 1.5% per month, or the highest legal rate, on all balances unpaid for thirty (30) days. Breeders certificates will not be released until all related payments have been received.

12) In the event a dispute between the parties hereto, arising out of this contract, is submitted to a court of competent jurisdiction, to arbitration, to mediation, or to any combination thereof for resolution, the prevailing party shall be entitled to all cost of such proceedings, including attorney fees. This contract shall be construed according to the laws of Floyd County, in the State of Iowa, to the exclusion of the laws of any other jurisdiction.

Read and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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\_\_\_\_\_  
Stallion Owner

\_\_\_\_\_  
Mare Owner(s)

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Shipped Semen Orders should be directed to:

**Wood & Sons Inc. (Tony Wood): (641)420-4686 OR  
email the included form to: [madi.wood.14@gmail.com](mailto:madi.wood.14@gmail.com)**

\*If you are ordering via email, please also call Tony Wood to confirm receipt of your order. Wood & Sons Inc. will assume no responsibility for non-completion of a shipment if no confirmation call was made\*

**\*\*\*Please remember to include a copy of the mare's registration papers when returning the contract!\*\*\***

### Shipped Semen Request Form

Day and Date Requested: \_\_\_\_\_, \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_\_

Method:      FedEx              Overnight              UPS              Overnight Counter to Counter

For Shipment on (Day and Date): \_\_\_\_\_, \_\_\_\_/\_\_\_\_/\_\_\_\_

Mare Name: \_\_\_\_\_ Registry: \_\_\_\_\_ Reg. No.: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Ship to Contact: (if different than owner) \_\_\_\_\_

Ship to Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Closest Airport: \_\_\_\_\_

Contact to receive tracking information: \_\_\_\_\_

Please check one option:

Call \_\_\_ #: \_\_\_\_\_ Text \_\_\_ #: \_\_\_\_\_ Email \_\_\_ Address: \_\_\_\_\_