



88 Equine
Dallas Shaw, DVM
88equine@gmail.com
307-621-1860

Equine Breeding Agreement 2027

This agreement is between 88 Equine and the following Owner regarding the care and breeding of the following Horse(s)

Owner Information

Name: _____ Address: _____

Veterinary Contact Information

Name: _____ Phone #: _____

Address: _____

Horse Information

Registered Name: _____

Breed: _____ Registration #: _____

DOB/Age: _____ Vaccination Date: _____

Trimmed/Shoe Date: _____ Deworm Date: _____

Medication/Allergies: _____

Belongings Coming With Horse: _____

Feeding Instructions: _____

What are we doing for you? Please Circle One:

Foal Out

Frozen Semen

Cooled Semen

If your mare is currently carrying, by which stud?: _____

Foal by Side? Yes No If yes, how old/DOB? _____

Shipped Semen Information

Mare Name: _____ Registration #: _____

Owner Name: _____ Phone #: _____

Stallion Name: _____ Phone #: _____

**** PLEASE ATTACH YOUR STALLION CONTRACT WITH THIS

BREEDING CONTRACT*****

Shipment Address: 3367 Upper Powder River Rd Buffalo, WY 82834

Saturday Delivery: CONTACT OUR OFFICE FOR INSTRUCTION

By signing below, you authorize 88 Equine to act as deemed necessary for the health and well-being of your horse and agree to the terms listed below:

1. **Explanation of Services.** By your signature hereto, you agree that 88 Equine shall attempt embryo recovery from your Horse and/or transfer embryos considered suitable into the reproductive tract of your synchronized recipient Horse, including in-house management of your Horse and the following procedures for ONE cycle:
 - a. Transrectal Palpation
 - b. Ultrasonography
 - c. Insemination
 - d. hCG or Deslorelin Administration to Induce Ovulation
 - e. Prostaglandin Administration to Short Cycle

2. **Fees.** The fee for these procedures is as follows:

GENERAL MARE SERVICES FEE SCHEDULE 2027

Board
Daily Mare Board \$35/day
Stall Board w/ Grain \$45/day
Group Paddock Board \$20/day
Stall Barn with Run Board \$25/day

MARE MANAGEMENT SERVICES***

Mare Management with Fresh or Cooled Semen \$465/cycle
Mare Management with Frozen Semen \$500/cycle
Donor Mare Management with Cooled Semen \$600
Donor Mare Management with Frozen Semen \$675
Owner Recipient Mare Management \$475/cycle

Foaling Management \$750
88 Equine Recipient Lease \$3500 (will have to fill out recipient lease form) DISCLAIMER: if you provide your own recips then this does not apply or if Dr. Shaw trades you one that lines up on a cycle.

*** Includes video surveillance, colostrum evaluation of the mare. Also included are post-foaling deworming (ivermectin), routine umbilical cord care, administration of one enema, and evaluation of passive antibody transfer in the newborn foal. Owner/Agent Agrees to pay veterinary fees and charges associated with additional, non-routine therapy deemed necessary for proper management of the pregnant, foaling or postpartum mare (dystocia, oxytocin therapy, uterine lavage or other treatments for routine placenta) or the newborn foal (supplementation with additional colostrum and/or plasma). Mare and Foal clostridium prevention protocol highly recommended and additional****

Ultrasound and Palpation \$50/exam Dystocia \$190

Mare Service		Foaling Services	
Ultrasound and Palpation	\$50/exam	Dystocia	\$190
Artificial insemination	\$100/insemination	Induction of Labor	\$125
Prostaglandin	\$21/ treatment	Retained Placenta	\$125
Ovulatory drugs	\$60	Plasma Administration	\$570/liter
Oxytocin per day	\$30/day	Enema	\$15
Uterine lavage: I	\$93/treatment	Pepto Bismol	\$6/dose
Uterine lavage: II	\$103/treatment	Biosponge	\$34/tube
Uterine culture&sensitivity	\$75	Equidone	\$75
Uterine Biopsy	\$160	IgG Testing	\$52.98
Intrauterine Antibiotics	\$66/treatment	Foal Service Fee	\$320
Clostridium Treatment	\$300	Foal Watch	\$90

*Prices subject to change

** Donor Mare Owners are responsible for paying the recipient farm upon positive heartbeat detection of Recip Mare.

All fees are due upon the signing of this Agreement. This fee includes all services outlined above but does not include boarding services.

3. **Payment.** You agree to pay for all services rendered by 88 Equine during your Horse's stay, including additional fees and charges that may apply for palpations, administration of prostaglandins/gonadotropins, inseminations, and/or semen transport as may become necessary.

4. **Warranties.**

- a. You understand and acknowledge that there are multiple risks inherent in production or reproduction agriculture, including the feeding and boarding of animals, freezing and thawing of semen and embryos, in the transportation of animals, semen and embryos, and the techniques of

artificial breeding and embryo transfer. Under no circumstances shall 88 Equine be liable for direct or special damages, nor any indirect or consequential damages, or any other damage or loss resulting from the use, handling, removal, transfer and storage of semen or embryos, the care of your Horse and any offspring thereof, the health status testing, or the use and/or disclosure of test results or related information.

b. NO WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE, NOR OF MERCHANTABILITY OF SEMEN, EMBRYOS, RECIPIENTS, OR SERVICES, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY, SHALL EXIST EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.

c. 88 Equine makes no guarantee as to the fertility of your Horse, and makes no guarantee or warranty as to 88 Equine's ability to effectuate conception of your Horse which 88 Equine artificially inseminates. You agree and hereby waive any claim against 88 Equine and agree to hold 88 Equine harmless against any liability for injury, illness, or death of animals or persons from causes related to the insemination of your Horse, fertilization and/or implantation of embryo(s), or loss or damage of embryo(s), fresh or frozen.

5. **Boarding Services.** You understand and agree that boarding services are provided to your Horse by 88 Equine. You agree to pay the following daily fees, all of which include daily grooming, exercise, and/or turnout: Invoices shall be sent monthly from 88 Equine, and you agree to pay such invoice within 14 days. Payments made less than 7 days late will be subject to a fee of \$20.00, and payments made more than 8 days late will be subject to a fee of \$50.00
6. **Stableman's Lien.** Upon completion of service, you agree to pay all fees and expenses to 88 Equine prior to picking up your Horse. You further acknowledge and agree that 88 Equine shall hold a stableman's lien for any unpaid fees and expenses due and owing for your Horse upon completion of this Agreement or upon removal of the Horse from 88 Equine for any reason.
7. **Vaccines.** We require every horse be properly vaccinated before beginning their stay with 88 Equine. Upon arrival of your Horse, proof of the current Coggins test and of a tetanus vaccination is required.
8. **Horse & Staff Safety.** Due care will be taken for the safety of your Horse and our staff. You agree to assume all liability, financial or otherwise, for the behavior and health of your Horse, including but not limited to damage to stalls, attendants, or other Horses. In consideration of the services rendered by 88 Equine, you waive any and all claims, actions, or demands of any nature, foreseen or unforeseen, against 88 Equine relating to the care, control, health, and/or safety of your Horse arising due to the services performed by 88 Equine. If multiple Horses are brought together, you understand that 88 Equine has the right to separate your Horses and charge for separate stalls if our staff determines this is necessary
9. **Group Activity.** You understand that while your Horse stays with 88 Equine, they may come into contact with other animals. Every effort will be made to ensure the safety of your Horse. You acknowledge that 88 Equine is released from liability for any injury that may result. If your Horse injures another, you will be solely responsible for any injury to the other Horse, as well as your own, and you release 88 Equine from any liability for such injuries
10. **Photo and Video Release.** You agree to allow 88 Equine and our staff to use your Horse's name and any images or likeness of your Horse taken while staying with 88 Equine, in any form or format at any time, in any media, marketing, advertising, illustration, trade, or promotional materials
11. **Emergency Care.** During your Horse's stay, if 88 Equine believes medical attention is necessary, you authorize 88 Equine to intervene. If Dallas, Shaw DVM determines that emergency treatment is needed to save your Horse's life and we are unable to contact you, you agree that 88 Equine may authorize Dallas Shaw, DVM to perform emergency treatment. In consideration of the services

provided by Dallas Shaw, DVM or other veterinarian, you waive any and all claims, actions, or demands of any nature, foreseen or unforeseen, against 88 Equine relating to the care, control, health, and/or safety of your Horse arising due to the services performed by such veterinarian

12. **Governing Law.** This agreement shall be governed by and construed in accordance with Wyoming law
13. **Agreement.** This Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter
14. **Amendment.** No amendment, modification, or alteration of the terms of this Agreement are binding unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties
15. **Waiver of Jury Trial.** NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK AND EACH SUCH PARTY AND PERSON HEREBY UNCONDITIONALLY, KNOWINGLY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES
16. **Counterparts.** This Agreement may be executed in any number of counterparts (including by means of facsimile or PDF/email), each of which will be deemed an original. The counterparts will together constitute but one agreement. Any signature on a copy of this Agreement, or on any document necessary or convenient thereto, sent by electronic transmission or facsimile, will be binding upon transmission, and the electronic or facsimile copy may be utilized for the purposes of this Agreement

By your signature hereto, you certify that you represent the interest of, or are the legal owner of the Horse listed above, and hereby apply for services under the terms of this Agreement.

Horse Owner Signature: _____ Date: _____