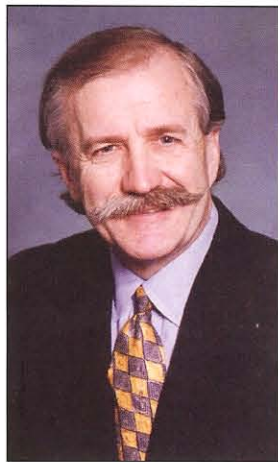


breeding contracts



By Mati Jarve
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IT'S BREEDING SEASON ONCE AGAIN AND MARE OWNERS WILL BE CONTRACTING with stallion owners for shipped semen. Since there is no single form contract suitable for all circumstances, it is important to recognize the various issues that may arise when contracting for shipped semen. This article simply identifies some of the important issues to be addressed in any such agreement.

Basic Terms

- The contract should identify the purpose of the agreement
- The parties to the contract must be named
- Identification of both stallion and mare, including the breed, age and registration number
- Beginning and end dates for the breeding season
- State law that will be governing the agreement should be included
- Jurisdiction and venue for filing any lawsuits arising from the contract

Health and Physical Condition of the Stallion and Mare

- Each party should represent that their horse is healthy and sound
- Health certificates and medical records should be made available

Stud, Booking and Other Fees

- Amount of the booking and stud fee must be included and whether the booking fee is credited toward the stud fee
- Dates the payments are due
- Acceptable forms of payment
- Fees for late payment or dishonored payment
- Fees for collection and shipping
- Extraordinary expenses

Mare Owner's Responsibilities

- Must be the legal owner and have the right to enter into the contract
- If not the owner, must have signed lease with the owner authorizing the mare to be bred
- Semen can only be used in the mare identified in the contract
- Monitoring of mare's fertility for insemination
- Insemination to be performed by veterinarian or qualified technician
- All subsequent veterinary pregnancy exams and delivery of foal

Other Issues to Consider

- Whether embryo transfers are permitted
- Risk of collection and shipping problems
- Risk of undesirable genetic traits passed on to the foal
- Frequency and specific days of semen collection
- Timely notice to stallion owner for requested shipment of semen

Live Foal Guarantee

- How "live foal" is defined
- Circumstances and costs/fees for any necessary rebreeding
- Conditions making live foal guarantee void or voidable

Other Potential Issues

- If stallion is sold or is unable to provide adequate semen
- If either the stallion or mare is leased to a third party before, during or after the breeding season, what are their respective rights, responsibilities and any potential remedies?

Mati Jarve is the managing partner of the Marlton, New Jersey law firm of Jarve Kaplan Granato, LLC. He is certified by the New Jersey Supreme Court as a Civil Trial Attorney and the National Board of Trial Attorneys as a Trial Advocate. Licensed in New Jersey, Pennsylvania and Arizona, he maintains a national practice in civil litigation, including equine related issues. This article is for informational purposes only and is not intended to be legal advice. If you have a specific legal question or problem you should consult with an experienced and knowledgeable equine law attorney. Questions, comments or suggestions can be e-mailed to mjarve@nj-triallawyers.com, by visiting www.nj-triallawyers.com or writing to The Way To Go.