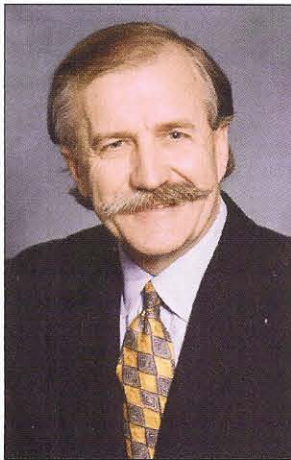


# breeding contracts



By Mati Jarve  
Attorney

**I**T USED TO BE SUCH A SIMPLE MATTER. IF YOU WANTED TO BREED YOUR MARE, you would trailer her to the stallion of your choice and pay the stud fee. If she stayed a while, you would be charged a fee for mare care and if necessary, veterinary services. With the advent of Artificial Insemination (AI), that has changed dramatically. Now, chilled or frozen semen is shipped to the broodmare by the stallion owner, with numerous additional costs and fees. There is no question that AI has greatly expanded the potential market for stallion owners, while at the same time providing a wider choice of stallions available to mare owners. It is now entirely possible for a mare owner to breed to the stallion of his choice, anywhere in the country, without the expense and risk of transporting a mare (and perhaps a foal at her side) to a breeding farm many hundreds, or even thousands of miles away. The mare owner thereby saves the cost of transportation and mare care and reduces the risk of injury to the mare and foal. However, there are other additional costs in using this high tech form of breeding. Since breeding contracts are almost always prepared by the stallion owner or breeding facility, the terms usually favor them. Nevertheless, as in any contract, terms can be negotiated to suit the needs and requirements of the parties. Some of the common fees and costs associated with breeding contracts include the following:

**STUD FEE** - This is the base fee for the stallion's services. The contract may call for the fee to be payable up front, or upon some other predetermined event, such as confirmation of pregnancy.

**BOOKING FEE** - This fee is to reserve your mare's place in the stallion's book of business for the breeding season. Sometimes the booking fee is in the form of a deposit against the stud fee; or it can be a separate fee, in addition to the stud fee. In most cases the booking fee is non-refundable.

**COLLECTION FEES** - Usually the first collection of semen is included in the stud fee. However some stallion owners charge additional fees if semen needs to be collected and shipped multiple times. Some stallion owners will only ship to a mare a limited number of times during the season.

**SHIPPING FEES** - Mare owners are responsible for the shipping fees associated with transporting the semen to the mare. National courier services are used, such as Fed Ex, UPS or DHL.

**CONTAINER FEES** - The shipping of chilled or frozen semen requires specialized packaging, which can be costly. Again, this cost will typically be the responsibility of the mare owner. Some containers are used only once and discarded. Other containers may be reused. If the container is reusable, there will probably be a deposit charged to the mare owner. In addition, the cost of returning the container will undoubtedly be charged to the mare owner in some form.

**VETERINARY FEES** - The mare owner is responsible for a variety of veterinary fees. Depending on the terms of the contract, these can include the following services:

**Pre-pregnancy exam** - To assure that the mare is breeding sound, some stallion owners require a veterinary examination with a negative uterine culture prior to shipping any semen.

**In-season exam** - A veterinarian must confirm that your mare is in season. Some contracts require the veterinarian to order the semen from the stallion owner.

**Insemination** - A veterinarian may be required to perform the insemination.

**Pregnancy exams** - Many contracts with a live foal guarantee will require two pregnancy exams. The first exam is typically two to three weeks after the insemination. The second exam will be required approximately 45 days after insemination.

**Other veterinary exams** - If your mare fails to conceive after two or three inseminations, or aborts, the stallion owner may require another veterinary exam and certificate of breeding soundness.

When you decide on the stallion for your mare, read the breeding contract carefully and ask questions. This way you will stay within your budget and avoid the sticker shock some people experience when all the extra charges start adding up. On the other hand, when you consider all the extra charges, maybe that higher priced stud isn't all that much after all.

Mati Jarve is the managing partner of the Moorestown, New Jersey law firm of Jarve & Kaplan, LLC. Licensed in New Jersey, Pennsylvania and Arizona, he maintains a national practice in civil litigation, including equine related issues. This article 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. You can email Jarve at [mjarve@nj-triallwyers.com](mailto:mjarve@nj-triallwyers.com) or visit him on the web at [www.nj-triallwyers.com](http://www.nj-triallwyers.com)