



1089 Janice Road
Ville Platte, LA 70586
Office (337) 363-8084
Fax (337) 363-8283
tatefarmsoffice@gmail.com

Thank you for your interest in a stallion here at Tate Farms! Enclosed you will find a checklist for shipped semen, a shipping information sheet, a calendar for collection days and the breeding contract.

Please review the following:

1. **The Checklist** – If we will be shipping you cooled semen, please review carefully. We have a set collection schedule we follow, so guidelines are set to help you, as well as ourselves, succeed in getting your mare pregnant. This schedule will not be altered for individual cases.
2. **Collection Calendar** – Please call the office the day before the scheduled collection day or the day of collection BEFORE 9 a.m. to get on the shipment list.
3. **Shipping Information Sheet** – If we are shipping semen to you and/or your vet clinic, we need this filled out with where to ship semen to, whom to contact with shipment details, and a credit card **MUST** be on file in case of incidentals.
4. **Contract** – Please sign and return by expiration date, we will in turn send a fully executed copy for your records. You **MUST** sign and return the office copy BEFORE semen will be shipped. No exceptions.
5. If you are bringing your mare to Tate Farms to be bred, you must have the following upon mare arrival:
 - a. Farm Fee
 - b. Contract
 - c. Proof of current Coggins and vaccinations. If not, Tate Farms will vaccinate and pull a Coggins on your mare.
 - d. **Please call ahead and let us know when you will be arriving so we can make sure one of our staff is present to help you drop off your mare.**

Please let us know if you have any questions or concerns!



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MARE OWNER CHECKLIST FOR SHIPPED SEMEN

Prior to the 1st shipment of semen, the office needs:

- ✓ Farm Fee = \$ _____
 - ✓ Balance of Stud Fee = \$ _____
 - ✓ First Shipment Fee = \$ _____
 - ✓ Completed Shipped Semen Information Sheet (enclosed)
 - ✓ Copy of Mare Registration Papers
 - ✓ Signed Contract (enclosed)
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- Notify the office the day before the scheduled collection day or the day of the collection BEFORE 9 a.m. to process all the requests for that day. Cancellations not called in by 9 a.m. CST on collection day will be charged full price for the shipment. To avoid keeping the phone lines busy the morning of collection, we prefer and appreciate call ins the day before. If you cannot get through to our office PLEASE LEAVE A VOICEMAIL (Including name, phone number, mares name and date.) All voicemails are reviewed at 9 a.m. and returned before finalizing our shipment list.
 - Please make sure you talk to a member of the staff when ordering semen. Avoid ordering semen on the answering machine, by fax or email. Shipped semen is available on a first come first serve basis, with farm mares always the first priority. Each stallion has different limits and a cooled semen contract does not guarantee that semen will be available.
 - In the case of counter to counter shipments, you will receive a call regarding arrival time, flight number, and air bill number. The mare owner should confirm that the shipment was received. Please remember that Tate Farms cannot control flight delays.
 - The Equitainer must be returned to farm at mare owner's expense. The Equitainer along with all its contents must be received within five business days from shipment or mare owner will be charged \$350.
 - Please notify Tate Farms of mare's status after 14-day check.
 - It is important that you advise us if multiple embryos are implanted. They need to be included on the Stallion Breeding Report. A stud fee is due for each pregnancy.



COLLECTION CALENDAR

2024

February 2024						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
			1	2	3	4
5	✓		7	✓	9	10
11	✓		13	✓	15	16
17	✓		19	✓	21	22
23	✓		25	✓	27	28
29	✓		31			

March 2024						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
				1	2	3
4	✓		6	✓	8	9
10	✓		12	✓	14	15
16	✓		18	✓	20	21
22	✓		24	✓	26	27
28	✓		30	✓		

April 2024						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	✓		3	✓	5	6
7	✓		9	✓	11	12
13	✓		15	✓	17	18
19	✓		21	✓	23	24
25	✓		27	✓	29	30

May 2024						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6	✓		8	✓	10	11
12	✓		14	✓	16	17
18	✓		20	✓	22	23
24	✓		26	✓	28	29
31	✓					

June 2024						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
3	✓		5	✓	7	8
9	✓		11	✓	13	14
16	✓		18	✓	20	21
22	✓		24	✓	26	27
28	✓		30	✓		

Please call the office (337-363-8084) the day before the scheduled collection day or the day of collection **BEFORE 9 a.m. central time** to get on the semen shipment list.

Stud Fees & Shipping Fees must be paid in full prior to shipment.



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Shipment Information (Please Fill Out and Return With Contract)

Mare Name: _____

Registration Number: _____

Clinic Name: _____ Phone # for tracking : _____

Vet Name: _____ Phone #: _____

Address & Phone _____

number for Shipment: _____

Saturday Delivery Available at this address? _____ YES _____ NO

If Check No, Please Provide the Saturday FedEx Delivery Address:

Closest Major Airports: _____

***All semen shipments MUST be paid prior to being sent. For your convenience, you may use the credit card authorization below and Tate Farms will charge your credit card on the day of the shipment.**

FedEx (\$350) - Counter to Counter (\$400) - Farm Pickup(\$100)

Credit Card Authorization

Please charge my credit card for all shipping charges. I understand that I will also be charged a % convenience fee.

Circle one: Visa Mastercard

Name On Card: _____

Credit Card Number: _____

Expiration Date: _____

CVV Code: _____

Card Holder Signature: _____



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This contract dated _____ is between (Mare Owner) _____ and Tate Farms, LLC.
One service to _____ (Stallion) for the (Mare) _____.
Reg. # _____ Breed _____ for the _____ season at \$ _____ (includes a non-refundable farm fee).

Please check:

SHIPPED SEMEN ON FARM _____ WET _____ DRY

Will "Mare" have an Embryo Transfer performed? _____ YES (If yes, # of embryos _____) _____ NO

REMINDER: ENROLL MARE IN THE AQHA EMBRYO ENROLLMENT PROGRAM PRIOR TO BREEDING TO AVOID PENALTY FEES!

1. FEES AND EXPENSES :

- a. **Charges:** A non-refundable farm fee of \$ _____ is payable to Tate Farms and due with signed contract. The balance of the stud fee \$ _____ is **due prior to the first shipment of semen or prior to the mare departing from the farm.** If semen is not shipped, and balance of stud fee not paid within current breeding season, Mare Owner must pay an additional Farm and Stud Fee.
- b. **Cooled Semen Expenses:** In addition to the Stud Fee, prior to the first shipment of semen, the Mare Owner must include \$350.00 (the "Expense Fee") simultaneous with this signed agreement. This will cover all cost associated with the semen shipping process for the first shipment of semen, including lab and handling costs, and overnight shipping within the United States. Counter to counter shipments are an additional \$100 per shipment. If additional shipments are required, the cost will be the same. Canadian Fedex shipments are \$600 each shipment. Hand shipment picked up at the farm will be \$100.00 each. Semen orders not cancelled by 9:00 a.m. CST on collection days will be subject to cancellation fees.
- c. **Equitainer:** The Mare Owner understands that the equitainer is the property of the Breeder and that the Mare Owner does not obtain ownership rights to the equitainer by virtue of this agreement. Should the Mare Owner fail to return the equitainer to the Breeder within five (5) business days after receipt, \$350.00 shall be charged to the Mare Owner to cover the cost of the equitainer. The cost of returning the equitainer is the responsibility of the Mare Owner.
- d. **On Farm Breeding Expenses:** Boarding, farrier, and any other expenses will be payable upon receipt of invoice or when the mare leaves the farm, whichever occurs first. Haul-in breeders must pay Stud Fee in full prior to hauling mare in/out for breeding. A \$100.00 haul in fee will be charged by Tate Farms, LLC for each breeding. Veterinarian Expenses will be billed through Tate Farms, LLC and must be paid before Mare's departure.
- e. **Billing:** Bills are due and payable in full upon receipt. Any balance remaining unpaid after 30 days from the billing date shall bear interest at the rate of 1 ½ % per month from the date billed to the date payment is received. In the event that the account is not paid within 45 days from the date of the monthly statement, the breeder may refuse to palpate, tease or breed the mare. Credit Cards are accepted, but there is a 4% charge to do so.

2. MARE REGISTRATION: A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

3. FARM BREEDERS CONDITION AND TREATMENT:

- a. The Mare Owner represents and warrants to the Breeder that the Mare is in sound breeding condition, is free from infection and disease and that the Mare tested negative on a Coggins Test performed within six (6) months prior to the date of this agreement. Prior to arriving at the breeding farm, mare must have a veterinarian health certificate, including worming, immunization records, and current Coggins Test. If these documents are not presented upon the mare's arrival, the breeder shall have the attending Veterinarian make proper tests and evaluations at the Mare Owner's expense.
- b. Breeding method on farm mares is at the sole discretion of the breeder and the attending Veterinarian. The Breeder agrees to diligently try to settle the Mare, however if the Mare should not settle, the breeder shall be harmless.
- c. A Mare deemed not in sound breeding condition by the attending Veterinarian shall not be bred. In such a case, the Mare Owner may substitute another mare within the same breeding season.

4. **FARM WAIVER OF LIABILITY:** 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 the Breeder services. The Breeder will exercise reasonable care in caring for and supervising said horses. Other than as provided in this agreement, the Breeder shall not be liable in any way for any failure to settle, injury, sickness, disease, or death of the Mare 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. **COOLED SEMEN:**
 - a. The responsibility for conception is on the Mare Owner. Therefore, a qualified, experienced licensed veterinarian competent in the use of and handling of cooled semen should perform the insemination. The Breeder, in its sole discretion, may refuse to ship semen if the Breeder believes the insemination is not proper or the Mare is not healthy. The Breeder reserves the right to request a negative uterine culture and a uterine biopsy performed prior to shipment of semen. The Mare Owner agrees to comply with all requirements, as applicable, concerning the use and handling of cooled semen. The Mare Owner agrees to perform the insemination within 24 hours of receipt of the cooled semen.
 - b. **Cooled Semen Disclaimer:** Semen is shipped on a first call, first serve basis with farm mares receiving 1st priority. Please remember that a cooled semen contract does not guarantee semen will be available. Breeder makes no representation or warranties, expressed or implied, regarding the cooled semen delivered under this agreement, including without limitation, representations, or warranties that the cooled semen will safely reach the insemination point without losing its integrity, quality, or other characteristics. The Mare Owner acknowledges that the use of cooled semen is an emerging technology that the Breeder cannot guarantee in any respect. Breeder makes no representations or warranties, expressed or implied, regarding the delivery of the cooled semen delivered under this agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that cooled semen will be available at the time requested by the Mare Owner.
6. **BREEDING SEASON:** For purposes of this agreement, unless otherwise specified for a particular stallion, the breeding season (on farm breeders and shipped cooled semen) shall begin February 2nd and close June 30th of the year on this agreement.
7. **LIVE FOAL GUARANTEE:** The Mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within 24 hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to a one year right of return for the following season only, to the Stallion for no addition Stud Fee, however there will be a \$_____ farm fee, provided proper written notification that the Mare has slipped or produced a non-viable foal is given to the Breeder within one (1) week of such slippage or non-viable birth. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal. **The Breeder may require that the re-breeding be performed at the Breeder's facility and the Mare Owner agrees to pay Mare Care and other normal expenses relative to the breeding.** If an embryo is frozen, then the live foal guarantee for that breeding is void.
8. **MULTIPLE EMBRYO TRANSFERS:** If more than one embryo is produced from a Stallion breeding under this agreement and if multiple embryos are transferred, then Mare Owner must notify Tate Farms within 48 hours of transfer of embryo(s). If embryo transfers result in multiple pregnancies, Mare Owner must pay additional Stallion service fee within 60 days of confirmed pregnancy in order to receive a certificate for the additional foal(s). In the event that an embryo is sold, the live foal guarantee will be null and void. Tate Farms, LLC strongly recommends the purchase of embryo insurance.
9. **BREEDER'S CERTIFICATE:** A Breeder's Certificate will be issued only after owner has notified Tate Farms, LLC that the Mare has produced a live foal and ALL bills on the Mare have been paid in full.
10. **EMERGENCY CARE:** Breeder agrees to contact the Mare Owner at the emergency number listed should the Breeder feel that medical treatment is needed for Mare and/or Foal provided however, that in the even the Breeder is unable to contact the Mare Owner within a reasonable time, which time shall be judged and determined solely by the Breeder, Breeder is then hereby authorized to secure emergency veterinary care and/or farrier care, and by any licensed providers of such care who are selected by Breeder, as Breeder determines is required for the health and well-being of said horse(s). The cost of such care secured shall be due and payable by the Mare Owner within 15 days from the date Mare Owner receives notice thereof, provided however, that Breeder is authorized to arrange direct billing by said care provider to the Mare Owner. If Mare Owner carries insurance on Mare and/or foal, it is the responsibility of the Mare Owner to provide Tate Farms, LLC with such information.
11. **MEDIATION AND ARBITRATION:** Any dispute relating to the interpretation or performance of this agreement shall first be submitted to mandatory mediation to a mediator selected by agreement of the parties. Should the parties be unable to agree on a mediator, the dispute shall be submitted to the Ville Platte Mediation Center. The parties shall share the cost of mediation equally. Should a party not participate in the mediation the non-participating party shall be charged with the cost of the mediation, which said cost shall be considered a liquidated damage provision to be applied as damages in any subsequent action without consideration as to the prevailing party in such action. If the mediation does not successfully resolve the dispute between the parties, the dispute shall be resolved, at the request of either party, through binding arbitration. Arbitration shall be conducted in Evangeline Parish, Louisiana, in accordance with the then-existing rules of the American Arbitration Association. Judgement upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction. The Mare Owner and Breeder intend that this agreement to arbitrate be irrevocable. If either party is required to retain the services of an attorney to enforce any term or obligation arising out of or in connection with this agreement, or the collection of any monies due and owing under or pursuant to the terms of the agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable costs of collection and attorneys fees) incurred in the enforcement of the agreement or any proceeding related thereto. Louisiana State Statutes Section 193 states: "Every

