Cassandra Adams

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www.friesiansporthorses.net

**BREEDING AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between Cassandra Adams herein after referred to as "stallion Manager", for Chip and Kelly Davis, and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "mare owner":

IT IS HEREBY AGREED AS FOLLOWS:

1). Stallion Services The stallion owner agrees to provide, and the mare owner agrees to purchase the breeding services specified in the agreement, subject to the terms and conditions set forth below, and to pay the specified fees therefore. The breeding services are to be provided during the season of 20\_\_\_ and 20\_\_ concerning the registered stallion Storm Shadow and is good for one foal, see live foal guarantee.

The mare is to be in sound breeding condition and free from any infection.

For registered purebred and part-bred mares include a copy of the mare full pedigree/registration.

The booking fee is non-refundable. MARE OWNER must pay a booking fee in advance to reserve semen for the breeding season – THIS MAY BE PAID THROUGH PAYPAL. MARE OWNER understands they must return one signed and dated copy of this contract, the attached MARES ID forms to stallion owner to initiate this contract. Return of the booking fee alone shall act as a deposit on semen until other documents and the remaining fees are paid.

STUD FEE & COLLECTION: In consideration for this breeding MARE OWNER agrees to pay $ 500.00 dollars, in full, in advance. Stud fees are due and payable fifteen (15) days before any collection/insemination.

RETURN OF FEES: MARE OWNER shall not be entitled to a return of any fees paid herein other than unused deposits unless the Stallion named herein dies prior to the first collection of any semen. Then and only then shall the MARE OWNER be entitled to a refund of all the fees paid. If the Mare to which this contract applies should die or otherwise become unfit for service prior to the first breeding of said Mare then the stud fee, and any deposits or other costs with the exception of the booking fee shall be refunded within 30 days, and this contract shall then become null and void.

Mare Registered Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mare Barn Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breed and Reg. # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sire\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dam\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age \_\_\_\_\_\_\_\_\_ Description.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Has the mare had a foal before? \_\_\_\_\_\_\_\_IF Yes how many\_\_\_\_\_\_\_\_\_\_

When was the last one\_\_\_\_\_\_\_\_

Has she been checked by a DVM for this breeding?\_\_\_\_\_\_\_\_\_\_if yes

When?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Was she treated for anything?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1). Required Testing: the mare owner agrees to provide the stallion owner with evidence of:

A). an ultrasound pregnancy test performed by a licensed veterinarian on the no later than the18th day following the mare's last day of breeding. (Unless the mare is boarded at the place where the stallion resides for this period.)

b). A pregnancy test performed by a licensed veterinarian between the 40th and 45th day following the mare's last day of breeding.

c). Certified results of said tests are to be delivered to the stallion owner within 48 hours of each said test. The mare owner agrees to be responsible for the payment of all expenses and fees associated with such testing and to hold the stallion owner, its officers, agents and employees harmless there from. By not performing these tests and sending the results to stallion owner, the mare owner nullifies this contract and will not be offered the return privilege or the live foal guarantee.

2). Live foal: While the stallion owner cannot guarantee the mare shall produce a live foal, the stallion owner does agree that should said mare prove barren or the foal die at birth, the mare owner shall send notice signed by a licensed veterinarian within one week of such determination or death, and said mare owner shall be furnished breeding services for the following season only. If by AI, the mare owner also agrees to pay for collection fees and shipment of semen. The mare owner may rebreed the same mare, or may breed another mare. Can only be done with written acceptance by the stallion owner.

 In the event the mare owner elects to exercise this re-breeding privilege, the mare owner agrees to pay the normal and customary collection fees in effect for the following season, It is expressly understood and agreed that beyond the re-breeding privilege set forth in this paragraph, there is no warranty, either express or implied, concerning delivery of a live foal. If after testing, it is established the foal is not the get of this stallion, then in that event, the mare owner shall not be entitled to the re-breeding privilege set forth in this paragraph.

3. LIVE FOAL GUARANTEE: STALLION OWNER hereby agrees if the stud fee, and all collection, other costs and deposits set forth herein have been paid in full and replenished as required, and should the Mare named herein as a result of a successful insemination under the terms of this contract, either abort a foal or not deliver a live foal, can stand and nurse, MARE OWNER shall be entitled to additional insemination during the breeding season directly following the season in which the stud fee was paid, if necessary, and then only in the following circumstances:

a. The MARE OWNER to return the completed and signed Veterinary Certificate of Pregnancy Examination within 30 days of the return of the Mare to MARE OWNER verifying the Mare is still pregnant.

b. The MARE OWNER to return the completed and signed Veterinary Certificate of Pregnancy Examination stating the Mare was in foal but became barren during gestation. The Veterinary Certificate of barrenness must be received by stallion owner within 30 days of the veterinary examination, or

c. The Mare produces a live foal is unable to stand alone and nurse, and the foal subsequently dies, and the MARE OWNER returns the completed and signed Veterinary Certificate to the STALLION OWNER within 15 days of the date of the foal's death which certificate also affirms:

 (I) identification of the Mare named herein;

 (ii) Verification of the loss of pregnancy or stillbirth;

 (iii) Autopsy or other pertinent examination of Mare, foal, and/or placenta with an explanation, if possible, for the abortion, stillbirth, or foal death; and

 (iv) Verification, in the veterinarian's best judgment, the Mare was maintained in a reasonable state of health and under reasonable conditions including all vaccinations against Rhino pneumonitis, and monitoring of the Mare around the time of foaling was adequate enough to reasonably detect and attend to any foaling difficulties

An original signed and dated Veterinary Certificate must be on the veterinarian's own stationery, containing the appropriate information as set forth herein is a condition precedent to any further obligations to provide semen herein. STALLION OWNER must receive this certificate within 30 days of the discovery of the Mare's pregnancy loss or foal death.

4). Liability for injury, death or disease: The mare owner shall not be liable for the injury, death or illness of the stallion while engaged in activities pertaining to breeding or the collection of semen from the stallion to be used by the mare. In recognition of the risks inherent in breeding operations, the stallion owner agrees to perform his services in the usual and customary fashion.

5). Inability of the stallion to perform: In the event that it should be established by two licensed DVM’s that the stallion is unfit or unable to Provide viable semen during the breeding season, Unless Frozen semen is available. This agreement shall terminate, and the breeding fee, less the non-refundable booking fee, shall be refunded to the mare owner within 30 days of said termination. There shall be no refund of provided services such as the shipping fees, vet fees, deposits, or collection fees. Unless frozen semen is available.

6) This agreement shall be a binding contract upon both parties when signed, and this agreement has been accepted by STALLION OWNER. This contract is then binding upon all heirs and assigns. Any legal action required to enforce the terms of this contract shall be subject to the Laws of the State of California, with venue in Riverside County. The prevailing party in any dispute shall be entitled to all reasonable attorney fees, court costs, and related expenses, as may be awarded by the court. It is agreed the charge for a returned check shall be $25.00 per incident.

PROCEDURE FOR THE TRANSPORTED SEMEN SYSTEM

WHAT MUST THE MARE OWNER DO?

1. Complete the Breeding Agreement and the Transported Semen Agreement. Return both Agreements to stallion owner along with:

$\_\_\_250,-\_\_\_\_Booking fee

$\_\_\_250,-\_\_\_\_Collection fee this doesn’t includes shipping

 Shipping will depend on where it needs to get shipped to and for what date as Saturday delivery is more expensive, so is Priority first, and priority overnight.

$ \_\_\_$50.00\_\_\_\_\_\_\_\_ for disposable container, you don’t need to ship it back, so you buy it. Shipping is cheaper in these as they are lighter than the Equitainers

$\_\_\_350,-\_\_\_\_Equitainer deposit

$\_\_\_500,-\_\_\_ Breeding Fee.

Semen will not be shipped until both signed Agreements and $\_\_\_\_\_\_\_\_\_total of for above is received. A copy of the Agreement will be returned to you.

2. Enclose at least a photo of your mare:

3. Let us know what month you would like to start breeding your mare. A good rule of thumb - your mare will start ovulating regularly when she has shed her winter coat. Due to the demands of the show ring, mare owners must coordinate their mare's cycle with the availability of semen.

PROCEDURE FOR ORDERING FRESH COOLED SEMEN:

1. Order fresh cooled semen the 24 hours before the collection day. Call Monday for a Wednesday collection; this semen can be used for breeding on Thursday or Friday. Call Tuesday for a Thursday collection; this semen can be used for breeding on Friday or Saturday. Call Wednesday for a Friday collection, this semen can be used for breeding Saturday or Sunday.

2. Stallion owner will then make arrangements to ship the semen overnight through Fed Ex will deliver to the address of your choice our you can pick it up at the farm

3. You must contact stallion owner 24 hours prior to the day the shipment of semen must be made. We will not guarantee timely shipment of semen if this call is not made!

4. Same Day Order for Semen may be possible: There will be an extra $100.00 charge for less than 24 hour notice. The stud fee is due in full upon execution of this contract. Any balance due the STALLION OWNER regarding collections and shipping will be billed when the service is rendered. Any balance due has not been paid within 30 days is subject to a 10% interest charge on the unpaid balance per month, and/or prorated accordingly.

5. You will be shipped the container of cooled semen overnight or it can be picked up at the farm. container should be kept in a cool dark place un-opened until it can be utilized by the DVM for the purpose of insemination.

6. If there is any question about the condition of the semen, have your vet save a control sample and inseminate the mare anyway! And have your DVM report to the stallion owner at the conclusion of the insemination

7. If an Equitainer is used have an express delivery company pick up the Equitainer immediately after the final insemination. It is best to return it by 2nd day rates in order to avoid late charges. It is the mare owner's responsibility to insure the Equitainer is returned to Dragon Valour Farm within the 7 business days
8. Have your vet ultrasound your mare 18 days after ovulation to determine her breeding status and at 45 days

TRANSPORTED SEMEN AGREEMENT

1. $\_\_\_\_350,-\_\_\_\_\_\_\_deposit is required on Equitainer, or $\_\_\_\_ 50.-\_\_\_\_\_\_\_\_for the purchase of a disposable carrier, due prior to shipping semen. Semen will not be shipped until deposit or purchase price is received. You are responsible for return charges for shipping the Equitainer back to us. Equitainer deposit will be refunded within 30 days of your notice to us that your mare is pregnant. Damages to container or missing parts will be deducted from the deposit

2. $\_\_\_\_15,-\_\_\_\_\_ per day will be deducted from the deposit if the Equitainer and its contents are not returned within 7 days of the original shipment. It is the mare owner's responsibility to make sure this deadline is met, not the carrier company's. Equitainer must be returned in good condition, or deposit will be withheld. Disposable containers can be kept by you.

3. $350,- collection fee will be charged for every collection of semen. This fee is in addition to the breeding fee, the booking fee and the Equitainer deposit/disposable container price, although it can be deducted from your Equitainer deposit until this fee has been used up. Successive cycle shipments will not be made until this fee is received prior to every collection necessary.

4. 100% of the breeding fee is due and payable prior to the initial request for transported semen to be shipped. Semen will not be shipped until all necessary fees are received, and are fully available to the stallion owner.

5. The mare owner must contact stallion owner to schedule the mare's breeding cycle with the stallion's availability. The mare owner must contact stallion owner on the mare's FIRST day of heat, and again 48 hours prior to the time semen needs to be shipped. Semen will not be shipped if both of these contacts are not made appropriately.

6. All live foal guarantees will be null and void if the terms of this agreement and the breeding contract are not fully executed. Please make a copy of this contract for your record and return this original

Shall be entitled to an award of reasonable attorney fees and costs.

7. Other conditions:

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cassandra Adams stallion owner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mare owner name Mare owner signature

Mare owner Contact Information:

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State\_\_\_\_\_\_\_ ZIP\_\_\_\_\_\_\_ Cell\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Methods of payment accepted: Cash, personal check, or money order,

Or by credit card [www.paypal.com](file:///C%3A%5CDocuments%20and%20Settings%5CPieter%20Franken%5CDesktop%5Cwww.paypal.com)

Sent money to dragonsvalourfarm@gmail.com

Made out in the name of Cassandra Adams

Contact information for mare attending vet

Name or vet clinic and Phone number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DVM address for shipping to vet:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone and Fax

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Email

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Any other info you may what to tell us about the mare, please tell us below