

DOUBLE F MORGANS LLC

2360 F F Morgan Cove, Oviedo FL 32765

407-739-3134

BREEDING CONTRACT FOR SHIPPED SEMEN

This breeding contract for shipped semen is made on February 10, 2017 by

DOUBLE F MORGANS LLC
2360 F F Morgan Cove, Oviedo FL 32765

Phone: 407-739-3134 Fax: 407-977-7205

hereinafter designated as "Double F Morgans," and

Owner/Lessee of Mare ("Mare Owner")

Address

Phone

hereinafter designated as "Mare Owner".

1. **MARE:** This agreement will apply to the following mare.

(Please complete entirely)

The "Mare": _____

AMHR #: _____

Sire: _____

Dam: _____

Year foaled: _____

Identifying Markings: _____

2. **STALLION:** Subject to the other terms and conditions of this Agreement. Stallion Owner will ship Mare Owner semen from the following stallion ("Stallion")

TREBLES FACEBOOK

AMHA #: _184779

3. **MARE OWNER'S REPRESENTATIONS AND WARRANTIES**

3.1 **Mare's Health and Breeding Soundness.** Mare Owner represents and warrants that except as noted below, Mare is in perfect health, is sound and breeding sound and will continue to be in such contain at the time of any and all inseminations pursuant to this agreement.

Exceptions _____

Mare Owner agrees to provide Stallion Owner with a true and complete copy of Mare's health records and breeding history for at least the 12-month period preceding the date of this Agreement. Mare Owner hereby grants Stallion Owner permission to obtain copies of veterinary records from any veterinarian who has treated Mare during the time that Mare Owner has owned Mare and/or sought veterinary care for Mare.

Mare Owner must have Mare examined by a veterinarian and a current uterine swab culture Performed showing that Mare is in sound breeding contain and free of any infection.

3.2 **Ownership of Mare.** Mare Owner represents and warrants that except for the following limitations. Mare Owner is the sole and lawful and registered owner of Mare and has unlimited rights to care , custody, breeding and sale of Mare. Mare Owner agrees to provide Stallion Owner with a complete, genuine and current copy of Mare's registration papers showing Mare Owner as the registered owner. Limitations on ownership (lease, spouse with community property rights , horse purchased on installments, previous seller with right of first refusal, etc.)

IV. The "Designated Veterinarian" shall be

Name

Address

Phone

The Mare Owner certifies that the Designated Veterinarian practices equine reproduction as a regular part of his or her practice, is available for palpation, cultures, and other

necessary procedures and has consented to oversee the breeding of the Mare on a regular basis. Mare Owner understands the Veterinarian's credentials as stated above must be approved by Double F Morgans and agrees to the following conditions:

- a. The Designated Veterinarian must examine the Mare within 45 days prior to shipment of semen and certify in writing that the Mare is free of infection and in good breeding condition.
- b. He/she must forward to Double F Morgans written results of a uterine culture within 45 days prior to first shipment of semen and processed by a recognized laboratory.
- c. The Designated Veterinarian must examine the Mare for pregnancy between 35 and 55 days after last breeding and the results mailed to Double F Morgans.
- d. Failure to conform to Subsections a, b, and c of this Paragraph will completely nullify all guarantees and no further semen will be shipped.

V. All parties agree that semen shipped under this contract is to be used only for inseminating the Mare designated in Par. II or any substitute mare under Par. VII below.

VI. In addition to the Booking Fee, semen transport fee of \$350 shall be due and payable on execution of this Contract prior to first shipment. The fee shall include all veterinary, collection and handling and shipment charges for the first shipment of semen and use of the shipment container for each shipment during the then applicable breeding season.

VII. Double F Morgans assumes responsibility only to deliver semen to the Mare Owner's farm. Should the Mare not settle after two cycles, the mare owner shall have the right to substitute a different mare owned by the Mare Owner, in which case the substitute Mare must be fully identified, a new uterine culture and the results of the Veterinarian's exam must be forwarded and approved by Double F Morgans before insemination may take place. Regardless whether additional shipments are made for inseminating the original Mare or for a substitute Mare, the Mare Owner shall pay Double F Morgans a veterinary, collection, handling and shipment charges of \$350 for each semen shipment .

VIII. Summary of Fees and Expenses to be paid by Mare Owner:

- a. The Stallion Service Fee described in Section II as follows: On execution Owner shall pay Double F Morgans the non-refundable Booking Fee of \$0, balance shall be payable PRIOR to shipment of semen.
- b. A collection, handling and shipping charge of \$350 for each shipment.
- c. All fees for subsequent shipments of semen will be billed directly by Double F Morgans, which charges are the full responsibility of the Mare Owner and shall be paid in full within ten days of the date of the statement.

- d. The Mare Owner will be responsible for all veterinarian charges related to the insemination and pregnancy of the Mare.
- e. In the event the semen shipped to Mare Owner hereunder is used to inseminate more than one mare or create more than one embryo, Mare Owner will pay Double F Morgans an additional Service Fee for each such mare and/or embryo if the sixty (60) day examination of the mare and/or embryo results in a finding of a viable pregnancy. In no event will Double F Morgans be obligated to register either the originally bred or additional foal until such amount is paid.

IX. The Mare Owner understands that both the Mare and the resulting foal must be tested via DNA by the American Morgan Horse Association prior to the registering of the foal. Any foal conceived in any manner not complying with the Contract will not be eligible for Registration.

X. In the event the Mare fails to become pregnant or if she fails to produce a live foal, the Mare Owner may have semen shipped in the following second breeding season only, for the original Mare, without additional Stallion Service Fees. All other conditions of Par. IV above must, however, be met during the following second breeding season.

XI. Should the above-named Stallion die or become unfit for service, or should the above-named Mare die before being served, this Contract shall become null and void, any money paid as part of this Contract shall be refunded to the Mare Owner.

XII. Any dispute hereunder shall be referred to and resolved by arbitration in accordance with the rules and regulations of the American Arbitration Association. The arbitrators shall be knowledgeable concerning the care and breeding of horses and of contract matters relating thereto. The laws of the State of Florida shall apply in any such dispute.

Signed _____ Mare Owner/Lessee Date

Signed *Felicia Schlemmer* *2/10/17* Double F Morgans or Agent Date