

2024 Newmonts Roosevelt Breeding Contract

This Newmonts Roosevelt Semen Agreement (“Agreement”) is made and entered into this ____ day of 2024 by and between John and Brenda Matusik DBA Latour Morgans (LM) And _____ and its/his/her successors and assigns (“Mare Owner”)

In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged (LM) and Mare Owner hereby agree as follows:

1. The following terms and defined as:

“Breeding Season” is the time period from February 15th through September 1st of any given year.

“Breeding” is the provision of semen to Mare Owner or Mare Owner’s agent for the purpose of insemination by a licensed veterinarian of the Mare or substitute mare designated under this Agreement.

“Live Foal” is a foal that stands and nurses unassisted.

“Mare” is the mare more fully described in paragraph 2 or the substitute mare provided for in paragraph 6.

2. (LM) as Owner of the stallion Newmonts Roosevelt, does hereby agree to provide semen from Roosevelt to Mare Owner on the terms and conditions contained herein during the 2024 Breeding Season and, if necessary, the additional Breeding Seasons provided for under paragraph 6. Such semen will be shipped to the location designated below or other location designated in writing by Mare Owner. Mare Owner agrees that the semen will be used for the sole and express purpose of inseminating the Mare that is more fully described below. Mare Owner agrees to provide a copy of the Mare’s AMHA registration to Brenda Matusik, Latour Morgans.

Mare Name:

AMHA#

Name of Mare sire:

Name of Mare dam:

Shipping Address:

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3. A non-refundable Breeding fee of \$1500 ("Breeding Fee") shall be paid by Mare Owner to (LM) upon the execution of this contract. Checks are to be made payable to Brenda Matusik and mailed to Ironhorse Ranch, 11934 Lizard Lane, Umatilla, FL 32784. This Breeding Fee is non-refundable and (LM) assumes no responsibility for conception or delivery of a Live Foal other than providing additional semen as provided for in paragraph 6. Mare Owner acknowledges and agrees that the Breeding Fee and semen provided by (LM) Mare for the potential registration of one (1) foal, subject to the provisions of this Agreement. Any birth or registration of more than one (1) foal from the semen provided under this Agreement will be considered and additional breeding and Mare Owner agrees to pay an additional Breeding Fee of the same amount provided for herein.
4. A non-refundable semen collection and processing fee of \$325.00 plus FedEx list prices (Priority Overnight Service) for the actual shipment will be charged for each shipment of semen.

Airport to airport service is available and fees for such service will be determined at the time of request. All shipping fees are payable in advance or at the time of shipment via credit card. The collection agent must be notified by 11:00 am eastern time for weekday shipments. Shipping containers are to be returned promptly. Collection and shipping fees are subject to change without notice to accommodate any increases in shipping costs.

5. A. Before semen can be shipped, Mare Owner shall provide a report to (LM's) collection agent, issued by a licensed veterinarian, that is dated no earlier than 30 days prior to the shipment of semen stating that a licensed veterinarian has examined the Mare and that the result included a negative uterine culture your mare should be current on vaccination. (LM) shall have live semen extracted, prepared for shipment, and shipped next day delivery to the shipping address specified above. (LM) only warrants that the semen will be live semen at the time of shipment. Mare Owner acknowledges and agrees that (LM) has the right to substitute frozen semen from Newmonts Roosevelt, to the extent that such frozen semen is available for such use, for live semen in the event that Newmonts Roosevelt dies or otherwise becomes unable to provide live semen. Mare Owner is responsible for having the semen administered to the Mare by a licensed veterinarian on the day that the semen is delivered to the address specified above. If Mare Owner fails to have the semen administered to the Mare according to the terms of this paragraph, then the provisions for shipping additional semen per paragraph 6, shall no longer apply and (LM) shall have no further responsibility for providing semen under this Agreement.

B. Provided further, Mare Owner agrees to furnish upon demand of a licensed Veterinarian's Certificate of Rhinopneumonitis vaccinations at 3,5,7, and 9 months of

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pregnancy, regular 8 week deworming, nutrition adequacy and that the Mare was kept off of fescue pasture or hay within 90 days prior to foaling.

6. Should the Mare fail to conceive or a conception does not result in a Live Foal and the Mare Owner desires to request a rebreeding, then the Mare Owner must provide the following to (LM):
 - A. If the Mare does not produce a Live Foal:
 1. A notice sent by certified or registered mail within 3 days of the Mare aborting the pregnancy or the Mare's delivery of a foal that is not a Live Foal that such circumstance has occurred.
 2. Within 20 days of the notice and before a request for rebreeding, a statement by a licensed veterinarian setting forth the details of the Mare's aborting of the pregnancy or the condition of the foal that qualifies it to be considered as a foal that is not a Live Foal.
 - B. If the Mare fails to conceive:

Within 20 days of the determination that the Mare did not conceive and before any request for rebreeding, a statement by a licensed veterinarian that the veterinarian has determined that the Mare did not conceive.

If the Mare Owner complies with the notice and/or statement requirements under this paragraph as well as the other obligations contained in this Agreement and the information provided in the notice and/or statement has determined that the Foal was not a Live Foal or that the Mare did not conceive, then (LM) agrees to provide additional semen, subject to collection and shipping costs paid by Mare Owner according to paragraph 4 and the time limits set under this paragraph. (LM) also agrees that the Mare Owner may substitute another Mare for the Mare specified in this Agreement in the event that semen is requested under this paragraph. Mare Owner will notify (LM) of the name of any substitute Mare and will provide the same information required under paragraph 2 prior to additional semen being shipped. If the Mare does not produce a Live Foal within three (3) Breeding Seasons or if Mare Owner fails to comply with the requirements of this paragraph or Mare Owner's other obligations under this Agreement, the (LM) will be released from any and all obligation to rebreeding and any other obligations under this Agreement.

7. (LM) agrees that if (LM) sells or transfers Newmonts Roosevelt, then (LM) will assign (LM's) obligations under this Agreement to the new owner of Newmonts Roosevelt.
8. Mare Owner agrees that all monies required under this Agreement must be paid in full before any foal produced by semen provided by (LM) can be registered with the American Morgan Horse Registry.

