

2025 BREEDING AGREEMENT FOR BURKLAND TOUGH ENOUGH

FRESH COOLED SEMEN CONTRACT

STALLION INFORMATION

NAME: BURKLAND TOUGH ENOUGH AMHA REGISTRATION NUMBER 198967

SIRE: NO CONTEST **DAM:** GRAND CRU MARGAUX

2025 STUD FEE: \$1800

OWNER & AGENT

41 DEGREE INVESTMENTS LLC (HEREINAFTER "AGENT")

ADDRESS: 61745 CR 37 Middlebury IN 46540

PHONE: Jay Dee Graber (574) 350-7158

EMAIL: jd@burningpineacres.com

SHIPPING INFORMATION:

Phone: (574) 350-7158 (Jay Dee Graber)

Email: jd@burningpineacres.com

MARE INFORMATION

NAME: _____ **AMHA REGISTRATION NUMBER:** _____

SIRE: _____ **DAM:** _____

MARE OWNER (HEREINAFTER "OWNER")

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____ **EMAIL:** _____

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COLLECTION INFORMATION

- **COLLECTION DAYS:** MONDAY, WEDNESDAY, FRIDAY
- **SEMEN REQUESTS:** ALL REQUESTS FOR COLLECTION AND SHIPMENT OF SEMEN MUST BE MADE 24 HOURS IN ADVANCE OF SHIPMENT DATE REQUESTED.
- **SHIPPING FEE:** \$200 FOR WEEKDAY DELIVERY \$230 FOR SATURDAY DELIVERY. \$90 COLLECTION FEE ONLY IF LOCAL PICKUP.

MARE BOARD INFORMATION

- \$20/DAY
- ULTRASOUND FEES: \$40

THE OWNER DOES HEREBY AGREE TO HAVE THE MARE BRED TO BURKLAND TOUGH ENOUGH UNDER THE FOLLOWING TERMS AND CONDITIONS:

- THE BREEDING FEE SHALL BE \$1,800 AND SHALL BE PAID BY OWNER TO AGENT AT TIME OF BOOKING. ALL FEES MUST BE PAID IN FULL TO 4I DEGREE INVESTMENTS LLC PRIOR TO SHIPMENT OF SEMEN.
- IN THE EVENT MORE THAN ONE FOAL IS CONCEIVED, EACH FOAL MAY BE DULY REGISTERED WITH THE AMERICAN MORGAN HORSE ASSOCIATION. A FEE OF \$1,800 IS DUE WITHIN 30 DAYS OF ANY ADDITIONAL FOAL RESULTING IN THE USE OF THIS SEMEN.
- OWNER SHALL ASSUME ALL RESPONSIBILITY FOR THE CONDITION OF THE MARE AND ALL THE RISK OF LOSS OR DAMAGE TO THE MARE WHETHER DEATH, DISEASE, INJURY, INFECTION, OR OTHERWISE, AND BY ANY CAUSE WHATSOEVER AND THEREFORE AGREES TO HOLD THE AGENT (OR PERSON EMPLOYED BY OR ASSOCIATED WITH THE AGENT) HARMLESS FOR ANY AND ALL DAMAGES ASSOCIATED THEREWITH.
- DUE TO THE MANY VARIABLES INVOLVED WITH SHIPPING AND BREEDING PROCESS THAT ARE BEYOND OUR CONTROL ONCE THE SEMEN LEAVES THE COLLECTION FACILITY, AGENT MAKES NO GUARANTEE THAT IT WILL BE DELIVERED WITHIN A CERTAIN TIME PERIOD OR THAT THE SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY OR QUALITY
- THIS CONTRACT CANNOT BE ASSIGNED OR TRANSFERRED BY OWNER WITHOUT THE WRITTEN CONSENT OF AGENT.
- OWNER **MAY NOT** SELL THE SEMEN
- A SUBSTITUTE MARE MAY BE USED UPON THE APPROVAL OF AGENT
- THIS CONTRACT OFFERS A LIVE FOAL GUARANTEE WITH A TWO-YEAR RETURN PRIVILEGE. OWNER IS RESPONSIBLE FOR ALL ADDITIONAL SHIPPING COSTS. IF MARE DOES NOT SETTLE AFTER TWO YEARS, CONTRACT IS NULL.

THE TERMS AND CONDITIONS OF THIS CONTRACT AS STATED ABOVE ARE COMPLETELY ACCEPTABLE TO THE FOLLOWING:

OWNER SIGNATURE: _____ **DATE:** _____

AGENT SIGNATURE: _____ **DATE:** _____

QUESTIONS, CONTACT JAY DEE GRABER AT jd@burningpineacres.com OR 574-350-7158

PAYMENT FOR BREEDING SHOULD BE **MAILED TO:** 4I DEGREE INVESTMENTS LLC, 62800 CR 43 GOSHEN IN 46528