

## EQUINE FROZEN SEMEN BREEDING AGREEMENT

### 1. PARTIES

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Megan Gallagher, hereinafter referred to as 'STALLION AGENT' and,

NAME (hereinafter referred to as 'BREEDER'): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE (1): \_\_\_\_\_ PHONE (2): \_\_\_\_\_

FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Whereas *Geraldine Paiva*, hereinafter referred to as "Stallion Owner", is the owner of the stallion named *Hijo De Valdez*, (hereinafter referred to as the 'Stallion'), such stallion shall have frozen semen available with *Megan Gallagher* (Stallion Agent). Stallion Agent is legally authorized to act on behalf of the Stallion Owner for the purposes of arranging breeding services and entering into this Agreement. Whereas Breeder has ownership rights of, or warrants that s/he is legally authorized to arrange breeding services for, the following Mare:

#### 'MARE ' INFORMATION:

Registered name of mare: \_\_\_\_\_ Age: \_\_\_\_\_

Breed: \_\_\_\_\_ Registry: \_\_\_\_\_

Registration #: \_\_\_\_\_ Color: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Dam Sire: \_\_\_\_\_

Current Status (circle): In Foal/Foaling Maiden Open Barren

A copy of the mare's registration papers must be submitted with this Agreement

Will this be an embryo transfer breeding (circle): YES NO

Embryo transplants are expressly outside the scope of this Agreement and are prohibited except with the prior written consent of the Stallion Agent and the Breeders execution of a separate 'Embryo Transfer Agreement'.

The parties hereto understand and agree to comply with the following Terms and Conditions set forth in this Agreement:

### 2. TERM OF AGREEMENT

This breeding agreement is valid from the date executed above through the breeding season of the second consecutive year.

### 3. BREEDING FEES

Upon execution of this Agreement the Breeder hereby agrees to pay the Stallion Agent the following fees. The Breeder specifically agrees and understands that no semen will be shipped until all fees have been paid.

The frozen semen breeding fee, with live foal guarantee, for *Hijo De Valdez* is \$850.00 this represents a booking fee of \$150.00 and a stallion service fee of \$700.00. All fees are non-refundable, subject to the availability of frozen semen (see Section 5).

The breeding fee may be payable as follows:

Option 1: *Geraldine Paiva*

Payment may be submitted by check or credit card. Please make checks payable to *Geraldine Paiva*.

In the event the mare does not conceive during the first breeding season or for any other reason, if the Breeder exercises the right to a return breeding pursuant to the 'Live Foal Guarantee' section hereof, the Breeder shall pay the Stallion Agent a new booking fee of \$150.00 prior to the first shipment of the following year. The conditions of the 'Live Foal Guarantee' are outlined in section 6.

**PLEASE NOTE:** The breeding fee does not include shipping fees determined by *UC Davis Veterinary Clinic Shipment* fees and policies are outlined in section 8.

#### **4. ALLOCATION OF SEMEN**

The breeding fee entitles the Mare Owner with up to 4 doses of frozen semen for the first breeding season, shipped on a per cycle basis at \_\_\_\_\_ doses per cycle.

If the Breeder exercises the right to a return breeding pursuant to the 'Live Foal Guarantee' section hereof, the Breeder shall receive up to 4 doses of frozen semen for the second breeding season, shipped on a per cycle basis at \_\_\_\_\_ doses per cycle, in exchange for payment of a second booking fee as described in section 3.

Additional doses of semen may be purchased for a fee of \$250.00 per insemination dose. Purchase of a maximum number of 6 additional doses is allowed within the term of this Agreement.

A "dose" is defined as a single insemination unit (\_\_\_\_ x \_\_\_\_\_ mL straws) containing a minimum of \_\_\_\_\_ million total sperm, which upon thawing using the supplied thawing technique, shows at minimum a \_\_\_\_\_% post-thaw progressive motility. Stallion Agent will provide detailed thawing and handling instructions for the frozen semen doses provided.

All semen shipped pursuant to this Agreement remains at all times the property of the Stallion Owner. In the case of unused frozen semen, the Breeder agrees to contact the Stallion Agent for direction on what should be done with the remaining straws.

#### **5. AVAILABILITY OF SEMEN**

Should frozen semen become unavailable due to unforeseeable circumstances, before the Mare is first serviced pursuant to this Agreement, this Agreement shall be terminated, and the Stallion Agent shall return the portion of the breeding fee paid by the Breeder within a period of 30 days.

Should frozen semen become unavailable due to unforeseeable circumstances, after servicing at least one breeding cycle, then the Stallion Agent shall return the portion of the breeding fee paid by the Breeder, less the booking fee, within a period of 30 days.

#### **6. LIVE FOAL GUARANTEE**

Should the Mare fail to conceive, abort, die, or not produce a "Live Foal" then the Stallion Agent guarantees that the Breeder shall have the right to rebreed or substitute a mare (upon approval of the Stallion Agent) within the current or following year only. A 'Live Foal' shall be defined as a foal that stands, nurses and survives for a period of at least 24hrs from the time of birth.

In the event that the Mare does not produce a 'Live foal', then the Breeder shall provide Stallion Agent with a veterinarian's certificate stating the date and time of the foal's birth, date and time of death, and supposed cause of death within 15 calendar days of such death.

In the event that the Mare dies, Breeder shall provide Stallion Agent with a veterinarian's certificate of death within 15 calendar days of such death. The substitution of a replacement mare does not extend the original term of the Agreement.

In the event that the Mare loses or aborts the pregnancy, the Breeder shall provide Stallion Agent within 15 calendar days of discovery of such pregnancy loss a veterinarian's certificate detailing dates of pregnancy examinations, indicating when the pregnancy was lost or aborted and supposed cause of abortion.

Breeder shall notify Stallion Agent within 45 calendar days of the last insemination of the year if the mare did not conceive, in order to be eligible for rebreed the following year. A statement signed by the veterinarian is required to be submitted to the Stallion Agent detailing identification of the mare, insemination and pregnancy check dates and certifying that the Mare has not become pregnant during the first breeding season.

Live Foal Guarantee shall be specifically conditioned upon vaccination of the Mare for Rhinopneumonitis in the fifth, seventh and ninth months of the Mare's pregnancy. Breeder shall provide the Stallion Agent with a certificate indicating that such vaccination has taken place at the time the Breeder requests a rebreed pursuant to the Live Foal Guarantee.

The Live Foal Guarantee to the Stallion shall lapse and the Stallion Agent shall have no further obligation under this section if:

1. Breeder fails to provide Rhinopneumonitis vaccination.
2. Mare is bred by any other stallion without written consent of Stallion Agent prior to rebreed.
3. Mare is substituted with another mare without written consent of Stallion Agent.
4. Mare fails to conceive, aborts, or dies and Breeder fails to notify Stallion Agent as defined in this section.

## **7. BREEDING AND MARE CONDITIONS**

Once a successful pregnancy is obtained with the above-named Mare no further frozen semen will be shipped and no remaining semen may be used to inseminate any additional mares. Any additional use will constitute a violation of this agreement. The Breeder must obtain further written permission, evidenced by a new and fully executed Agreement, with all fees paid in advance prior to using any additional doses of semen.

A Breeding Soundness Exam prior to breeding, including uterine culture and cytology, is recommended for all mares. The Stallion Agent reserves the right to require a Mare that has not settled within 5 heat cycles be cultured or biopsied to determine breeding soundness. Stallion Agent also reserves the right to refuse or discontinue service to any Mare upon detection of Mare carrying an infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the Breeder is obligated to substitute another mare (upon approval of the Stallion Agent) to fulfill the terms of this Agreement. The substitution of a replacement mare does not extend the original term of the Agreement.

The semen MUST be thawed and inseminated by a licensed veterinarian familiar with the concept and practical use of frozen semen. Attempts to use frozen semen outside the controlled situation of a qualified facility can greatly reduce, or even prevent, the chances of conception.

VETERINARIAN INFORMATION:

Clinic: \_\_\_\_\_ Veterinarian: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE (1): \_\_\_\_\_ PHONE (2): \_\_\_\_\_

FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### **8. SHIPPING FEES AND POLICIES**

Breeder is responsible for all shipping, tank rental and handling fees associated with delivery of the semen from the storage facility and return of the shipping container. Semen is stored and shipped by:

UC Davis School of Veterinary Medicine

One Shields Avenue • Davis, CA 95616

Phone: (530) 752-1393 Fax: (530) 752-9815

Please contact them for current shipping fees, protocol and requirements.

Once the shipment arrives it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24hrs of delivery.

Stallion Agent shall not be responsible for lost semen shipments or delays in delivery not within the control of the Stallion Agent such as missed flights, weather delays, failure of third party service, or acts of God. Stallion Agent will not be responsible for lost or damaged semen whilst in the possession of your veterinarian.

### **9. REPORTING, BREEDING CERTIFICATES AND REGISTRATION**

Breeder agrees to submit to Stallion Agent confirmation of the Mare's pregnancy at 14-16 days post-ovulation and 55-60 days post-ovulation. Stallion Agent recommends an additional pregnancy check at 30-35 days post-ovulation to confirm presence of a viable single embryo.

Breeder is responsible for compliance with registry requirements for the use of frozen semen and payment of any fees for the subsequent registration of foals conceived.

Stallion Agent will issue registry required breeding certificates providing receipt of written notification signed by the attending veterinarian detailing dates of insemination and pregnancy examinations, pregnancy status as well as identification of the mare that was bred. Breeder must submit all insemination and pregnancy reports by 10/1/2018.

### **10. ASSUMPTION OF RISK, WAIVER OF CLAIMS, INDEMNIFICATION**

The Breeder shall assume all responsibility for the condition and management of the mare and will bear all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever and therefore agrees to hold Stallion Agent or any person employed or associated with Stallion Agent harmless for any and all damages associated therewith.

Stallion Agent and semen storage & shipment facility make no guarantees, expressed or implied as to the fertilizing capacity of any semen provided under the terms of this Agreement.

### **11. JURISDICTION**

This contract shall be interpreted in accordance with the laws in the State of CA. Any dispute arising from this Agreement shall be submitted to a Court of competent jurisdiction within Butte County, CA and each party agrees to submit to the venue and jurisdiction of said courts.

### **12. ASSIGNMENT**

This Agreement is non-transferrable, non-saleable and may not be assigned to another party; it may not be changed, modified or amended except in writing, signed and agreed upon by all parties.

The parties hereto understand and agree to abide by the terms and conditions as set forth in this Agreement:

Breeder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Stallion Agent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_