

EQUINE FROZEN SEMEN BREEDING AGREEMENT

Myers Horse Farms, Inc.

700 County Rd 1754, Ashland, OH 44805

(419) 289-0980 ♦ fax: (419) 281-8320

email: Myers@ZipsChocolateChip.com

1. PARTIES

This Agreement is made this _____ day of _____, 20____ by and between **Myers Horse Farms, Inc. Owner: Ann R Myers, 700 County Rd 1754, Ashland, OH 44805** hereinafter referred to as 'STALLION OWNER' and,

NAME (hereinafter referred to as 'BREEDER'): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE (1): _____ PHONE (2): _____

FAX: _____ EMAIL: _____

Whereas **Ann R Myers**, hereinafter referred to as "Stallion Owner", is the owner of the stallion named **Zips Chocolate Chip, AQHA # 2302598** (hereinafter referred to as the 'Stallion'), such stallion shall have frozen semen available with **Ann R Myers**. 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: _____ Registration#: _____ Color: _____

Sire: _____ Dam: _____

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 Owner 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 Owner the following fees. The Breeder specifically agrees and understands that no semen will be shipped until all fees have been paid.

Breeder's Initials _____

The frozen semen breeding fee for **Zips Chocolate Chip** is **\$3500**, this represents a booking fee of **\$800** and a stallion service fee of **\$2700**. All fees are non-refundable, subject to the availability of frozen semen (see Section 5). The \$3500 breeding fee includes one dose of frozen semen (see Section 4 for dose definition & allocation). Additional doses will be sold for \$200 per single dose.

The breeding fee may be payable as follows:

The booking fee (\$800) is paid at the time of execution of this Agreement and the remaining service fee (\$2700) is payable prior to the first shipment.

Payment may be submitted by check or credit card. Please make checks payable to **Myers Horse Farms, Inc.**

In the event the mare does not conceive during the first breeding season or for any other reason, the Breeder shall pay the Stallion Owner a chute fee of **\$1000** prior to the first shipment of the following year.

PLEASE NOTE: The breeding fee **does not include shipping fees** determined by [Select Breeders Southwest, Inc.](#) Shipment fees and policies are outlined in section 7.

4. ALLOCATION OF SEMEN

The breeding fee entitles the Mare Owner to 1 dose of frozen semen for the first breeding season, shipped on a per cycle basis at 1 to 2 doses per cycle.

If the Breeder exercises the right to a return breeding, the Breeder shall receive 1 dose of frozen semen for the second breeding season, shipped on a per cycle basis at 1 to 2 doses per cycle, in exchange for payment of a chute fee as described in section 3.

Additional doses of semen may be purchased for a fee of \$200 per insemination dose. Purchase of a maximum number of 4 additional doses is allowed within the term of this Agreement.

A "dose" is defined as a single insemination unit (8 x 0.5mL straws) containing a minimum of 800 million total sperm, which upon thawing using the supplied thawing technique, shows at minimum a 30% post-thaw progressive motility. Select Breeders Southwest 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 Owner for direction on what should be done with the remaining straws.

The stallion **Zips Chocolate Chip** has been tested negative for: **CEM, COGGINS, EVA, VS**

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 Owner 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 Owner shall return the portion of the breeding fee paid by the Breeder, less the booking fee, within a period of 30 days.

6. 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 Owner reserves the right to require a Mare that has not settled within 2 heat cycles be cultured or biopsied to determine breeding soundness. Stallion Owner 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 Owner) 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: _____

7. 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:

[Select Breeders Southwest, Inc.](#)

2982 Rock Hill Road, Aubrey, TX 76227

Phone: (940) 365-2467 Fax: 940-365-2570 Email: info@selectbreederssw.com

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.

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

8. REPORTING, BREEDING CERTIFICATES AND REGISTRATION

Breeder agrees to submit to Stallion Owner confirmation of the Mare's pregnancy at 14-16 days post-ovulation and 55-60 days post-ovulation. Stallion Owner 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 Owner requires a receipt of written notification 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 **August 30th** of the breeding year. A breeding certificate will be sent to the Breeder upon notification of the birth of the foal to the Stallion Owner.

9. 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 Owner or any person employed or associated with Stallion Owner harmless for any and all damages associated therewith.

Stallion Owner 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.

10. JURISDICTION

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

11. 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 Owner Signature: _____ Date: _____

Printed name: _____

Credit Card Information:

Type of Card (circle): Visa MasterCard

Number: _____

Expiration Date: _____ 3 or 4 digit security code: _____

Name of Card Holder as it appears on card: _____

Billing Address

Billing Address

Card Holder Signature: _____

Date: _____