

# JC Andalusians, LLC

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2011 International (EU) Frozen Semen Breeding contract for the Cremello Lusitano stallion Saphiro

This Breeding Contract is by and between JC Andalusians, LLC, hereinafter known as "Stallion Owner", and \_\_\_\_\_ (Mare Owner). Stallion Owner and Mare

Owner agree to breed the Stallion Saphiro IALHA#5520(p) to the non-Lusitano Mare

\_\_\_\_\_ with frozen semen in the 2011 breeding season. All monies (\$) are in US Dollars. The terms of this agreement are outlined below:

## FEES

**-Total stud fee (includes Booking and Stallion service fee): US\$1,900.00**

-Non-refundable Booking fee: US\$500.00

- Stallion service fee US\$1,400.00 and includes the first two doses

-Shipping and related costs: At cost, paid to storage / distribution facility by Mare owner. Semen is to be shipped from the distribution center in \_\_\_\_\_ France or \_\_\_\_\_ United Kingdom (check one)

A service charge of US\$ 25.00 plus 1.5% interest per month will be applied on any past due balance. A NSF bank fee is \$50.00 per occurrence. Checks must be drawn on US funds. A 5% convenience fee is added to paypal.com invoices.

**1.PAYMENT and PURPOSE:** The Total Stud fee is for the right to breed the above mare for one resulting foal with the use of up to six (6) breeding doses of frozen semen during the 2011 breeding season. The booking fee is due and payable with the signing of this contract. The stallion Service fee is due no later than 21 days prior to the first semen request or April 15<sup>th</sup> 2011 (whichever comes first). Mare Owner's with unpaid stallion service fees as of April 15<sup>th</sup> 2011 will forfeit their booking fee with no refund given.

Up to 2 doses of frozen semen may be shipped at a time under the terms of this agreement. If additional doses over 2 are needed, applicable dose fees will be due prior to the release of semen. Frozen Semen requests will not be authorized if payment has not been paid in full. All fees associated with processing and shipping semen will be payable directly to the storage facility on storage facility's terms. Embryo transfers are expressly outside the scope of this agreement and are prohibited except with prior written consent of Stallion Owner and the Mare Owner's execution of an additional "Embryo Transfer Agreement". All semen sent is the property of Stallion Owner. Leftover or Unused semen may not be used on any other mare(s) or to produce more than one foal under the terms of this agreement without the Mare Owner signing another Stallion breeding contract and making payment of another stud fee. No refunds will be given for unused breeding doses. Unless additional contract(s) are signed with payment made for future use (additional mare or future year), then any and all unused breeding doses are to be destroyed once a live foal has been produced under the terms of this contract OR when the terms of this contract expire (whichever comes first). A Breeder's certificate will not be issued without the proper documentation that all semen shipped to mare owner has been used to inseminate the above mare or destroyed under the terms contained herein. Stallion Owner retains ownership of all semen. At no time may frozen semen be sold, given away or otherwise redistributed. The penalty for breeding mares with frozen semen by Saphiro not contracted with Stallion Owner is double the regularly advertised stud fee per occurrence plus any accrued interest and penalties and does not guarantee registration of the resulting foal.

**2.STALLION OWNER AGREES:** Semen from Saphiro meets the quarantine and testing requirements by the following Nations, States, or Countries at the time of freezing: USA, Canada, Mexico, Australia, New Zealand and The European Union. The cost for additional health paperwork, should it be required to ship semen from one of the designated distribution centers to Mare Owner will be born by Mare Owner. Should a licensed veterinarian find said mare to be barren after insemination, the mare may receive additional shipments of frozen semen for the applicable Dose fee during the 2011 breeding season subject to the provisions in sections 2, 3 and 7.

**3.REBREEDING RIGHTS:** This Contract comes with limited rebreeding rights if a live foal is not produced. A live foal is described as a newborn foal, which lives to 7 days of age. If mare fails to settle or a live foal is not produced, Mare Owner may order additional frozen breeding doses (with applicable breeding dose fees) up to a total of 6 breeding doses total for the remainder of the 2011 breeding season or the 2012 breeding season if, and only if a Veterinary statement is provided within 10 days of mare's status being realized.

Stallion Owner will have no obligation to Mare Owner after the 2012 breeding season. In the event frozen semen is still available after 2012 breeding season and Mare fails to produce a live foal, then at Stallion Owner's sole discretion a return booking fee of US\$ 500.00 may be paid to stallion Owner to extend this contract for the 2013 breeding season. Stallion Owner is not obligated to extend this contract past the 2012 breeding season and if extended will have no further obligation to Mare Owner after the 2013 breeding season. Stallion Owner will have no obligation to Mare Owners after 6 breeding doses have been shipped.

**4.BREEDER'S CERTIFICATE:** Stallion owner warrants to have full authority and power to issue a Breeder's Certificate and that this contract is free from all liens and encumbrances. A Breeder's Certificate will be issued for the foal within 60 days of notification of live birth, only if Mare Owner is current on all obligations to Stallion Owner and storage facility.

**5.MARE OWNER AGREES:** to provide a copy of mare's registration papers, if applicable. Mare Owner assumes responsibility for proper handling and administration of semen and agrees to have recipient mare inseminated by a licensed veterinarian within 6 hours of ovulation. Mare Owner agrees that only the mare designated on this contract will be inseminated with the frozen semen. It is the responsibility of Mare Owner to have the Delivery of Semen Certificates signed by the attending veterinarian and returned to Stallion Owner. Mare Owner agrees to follow the protocol provided by Stallion owner for ordering semen. Mare Owner agrees to notify stallion Owner of insemination dates and doses utilized. Mare Owner also agrees to have mare ultrasound scanned within 18 days post insemination and notify Stallion Owner once pregnancy has been determined (either positive or negative). Mare Owner agrees to keep the mare in good condition to successfully carry a healthy foal.

**6.LIABILITY:** If semen is lost, delayed or damaged after it leaves the control of the distribution center, Mare Owner assumes all risks of loss including that of lost time and expense associated with preparation of mare for breeding. Mare Owner agrees to hold Stallion Owner and all associated affiliates blameless if mare does not settle. Post thaw data is available for each collection and breeding doses are packaged to contain 300 million progressively motile sperm based on post thaw data at time of freezing. Stallion Owner makes no guarantees as to semen quality after it leaves Stallion Owner's control.

**7.DEFAULT:** Either party may terminate this contract for failure of the other party to meet any material terms of this agreement. In the event that it is necessary to resort to a court of law in order to enforce the terms of this Contract or to defend an action against either party; it is agreed that the venue of said court action shall be exclusively limited to Orange County in the state of Virginia, USA. Mare Owner irrevocably consents to the jurisdiction of such courts. Stallion Owner may collect on reasonable attorney, collection or court fees defending the terms of this contract.

**8.CONDITIONS:** By signing, Mare Owner warrants being the owner/lessee or a duly authorized agent of the designated mare, and is not a minor. This Contract constitutes the entire agreement between the parties and cannot be transferred without prior written approval by Stallion Owner. In the event mare is sold and transfer is granted by Stallion Owner, there is an additional \$500 fee to transfer this contract to a new mare owner on the same terms contained herein.

Signature of Stallion Owner: Jennifer Coyle Johnson JC Andalusians, LLC
Signature of Mare Owner:
Print Mare Owner name (legal Owner of Mare if farm or entity)

<i>Please print clearly ALL IN CAPS, attach an additional sheet if needed</i>			
Mare Owner:			
Address:			
Phone:		Cell:	
Mare's full name:		Barn name:	Breed:
Mare's Color:		Mare's Height:	Mare's Date of Birth:
Registration Name:	Registration #	Secondary Registration	#
Email:			Date signed:

*Please make checks payable to "JC Andalusians" drawn on US funds.  
Mail with contract to 14201 Poplar Meadow Lane Barboursville, VA 22923 USA or scan and email to Jenni@JCAndalusians.com  
Please include a copy of mare's registration papers. A signed copy will be returned to mare owner upon receipt.*

**OFFICE USE**

Contract Rec'd:	Contract sent:	Stud Fee:	Client#
Dose # / Fee Paid	Authorization / Shipped	Inseminated / Destroyed Date	Veterinary Certificate Received
1.			
2.			
3.			
4.			
5.			
6.			
Resulting Foal:			
Notes:			