

# Majestic Gaits

Kathy Hickerson

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## Frozen Semen 2-Dose Breeding Contract

(VDL Frozen Auction Contract)

This contract is made this \_\_\_\_\_ day/month of 2017 by and between Majestic Gaits and Buyer

**BUYER:**

Name: \_\_\_\_\_  
Business: \_\_\_\_\_  
Street: \_\_\_\_\_  
Town: \_\_\_\_\_  
State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Country \_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Semen to be shipped to (if other than Buyer):**

"Buyer" Contact Name: \_\_\_\_\_  
Business: \_\_\_\_\_  
Street: \_\_\_\_\_  
Town: \_\_\_\_\_  
State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Country \_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

for breeding to VDL Stallion \_\_\_\_\_ for the 2017 Breeding Season ("Present Breeding Season") as specified in this contract. This contract is subject to the following terms and conditions:

**MARE:** (One Mare per contract only)

**Please complete thoroughly.** The following is the information on the Mare to be bred:

Mare's Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Studbook/Registry of the Mare: \_\_\_\_\_ (ie: KWPN-NA, SWANA, AHHA, AHS, CSHA, CWHBA, Westfalen, Rhineland, AWS, AWR, ISR, GOV, RPSI, BWP, Jockey Club etc.)

Studbook/Registry the foal will be registered: \_\_\_\_\_ **\*\* Registries other than the KWPN-NA in America may require a one time license fee, which is the responsibility of the breeder to pay. VDL does not activate all their stallions in every registry that they are approved.**

**A copy of the mares registration papers is due with this contract.**

ALL FEES must be paid prior to any semen is shipped. Fees can be paid using Paypal ([www.paypal.com](http://www.paypal.com) account [kathy@majesticgaits.com](mailto:kathy@majesticgaits.com)) or Visa, Mastercard, American Express, or Discover.

**Credit cards will be show up on your bill as Majestic Gaits**

Stallion \_\_\_\_\_ Frozen Semen Stud 2 Dose Fee: **Donated to Auction**

(see single dose price list on frozen semen page at [www.majesticgaits.com](http://www.majesticgaits.com))

Import Fee: **Donated by Majestic Gaits.**

Fedex Shipping: \$175-\$275 (approximate, we will charge your Fedex # or Credit Card at time of shipping)

Total Enclosed: \$ \_\_\_\_\_ Check #: \_\_\_\_\_ Credit Card Type: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ 3 Digit Code \_\_\_\_\_

Name/Street/Zip on CC (if different than Buyer) \_\_\_\_\_

Federal Express Account #:(Not Required) \_\_\_\_\_

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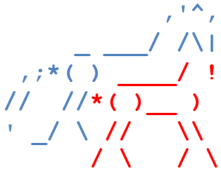
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## Conditions:

1. This contract covers the purchase of a 2 doses of VDL Stud frozen semen for 1 foal. Each dose will contain the correct amount of straws required for one insemination. The number of straws is determined in Holland after each collection. The number of straws required is provided to you when your frozen semen is shipped to you. The frozen semen has been tested in Holland and is EVA negative.
2. All semen remains the property of VDL Stud. Selling of any unused semen is forbidden, the customer agrees to pay VDL Stud an additional stud fee for every used or unused straw not returned to Majestic Gaits within the timelines laid out in this agreement.
3. There is no live foal guarantee with this contract.
4. No frozen semen will be shipped until all fees are paid in full. You will need to arrange for liquid nitrogen storage for your semen when it arrives. You must transfer the semen immediately from the Dry Shipper into a Liquid Nitrogen Storage Tank. Failure to transfer the semen within 24 hours of receipt will void this contract and may have jeopardized the integrity and quality of the frozen semen.
5. Frozen semen will be shipped in a Liquid Nitrogen "Dry Shipper" at the Buyers shipping expense. The use of the Majestic Gaits Dry Shipper is included in the import fee. The shipment should be planned at a minimum of 2 weeks prior to when the buyer plans to breed their mare to ensure the semen is available when required.
6. Majestic Gaits and VDL Stud are not responsible for the frozen semen once it has been shipped. Insurance is required on each shipment for the container (\$1000) and the frozen semen with Federal Express. Once the semen arrives, it should be checked & transferred to storage promptly. The shipment is sealed with a plastic tie wrap. The Buyer should ensure that this tie wrap has not been broken and that the Dry Shipper is frosty when first opened. Frozen semen should not be held out of the tank for more than 8 seconds or the semen will be damaged. If the shipment did not arrive sealed and cold, a claim should be made by the Buyer to Federal Express and Majestic Gaits promptly within 24 hours or insurance is not valid. It is the responsibility of the Buyer to file this report. Majestic Gaits and VDL Stud are not responsible for frozen semen that has been mishandled.
7. You will receive 2 breeding doses of the VDL Stallion frozen semen for use over 2 breeding cycle for 1 possible foal. Any leftover frozen after one foal has been born is to be returned to Majestic Gaits and not resold. If a 2<sup>nd</sup> foal is obtained, the current stud fee for this stallion is due to VDL Stud.
8. All used straws must be placed in an envelope provided and mailed back to Majestic Gaits by the first working day after insemination along with the VDL Insemination Report (provided), filled out and signed by the inseminating veterinarian.
9. A copy of the Frozen Semen Breeding Report supplied with the semen must be completed and signed by your veterinarian and returned to Majestic Gaits by August 15 of the breeding year.
10. The splitting of doses or straws is strictly forbidden.
11. If you use embryo transfer or ICSI (intracytoplasmic sperm injection), you must inform Majestic Gaits immediately. By signing this contract you agree to pay an additional fee equal to the original breeding fee for each additional live foal from the semen provided. If you freeze embryos, a breeding fee is due for each frozen embryo.
12. The price paid for this contract is for a single pregnancy or embryo.
13. If the mare is bred using a partial dose (e.g. deep horn method using less than the full dose provided) and becomes pregnant, all remaining straws must be returned to Majestic Gaits. If you would like to keep the straws you can purchase an additional breeding contract.
14. Your mare must be inseminated using one full dose of frozen semen within 4-6 hours post ovulation. Do not breed using frozen semen if you suspect the mare has ovulated more than 6 hours earlier. Post ovulation ensures that you will not require more than 1 dose per heat cycle. The use of an AI "Gun" is highly recommended to get maximum use of all the semen in the straw.
15. If all conditions detailed in this contract have been met and you do not have a confirmed pregnancy or embryo using the 2 doses provided you can convert this single dose contract to a breeding contract with the payment of an additional fee (50% LFG Stud Fee). The new breeding contract will give access to up to an additional 2 doses. A new breeding contract (2 additional doses for a 4 dose maximum) must be completed and signed; all conditions of that contract will apply.
16. A mare may be substituted only with a veterinarian's letter stating the mare is unbreedable and/or the approval of Majestic Gaits or VDL Stud.
17. Majestic Gaits should be notified once your foal is born. Majestic Gaits appreciates pictures and/or video with the permission to share on social media.

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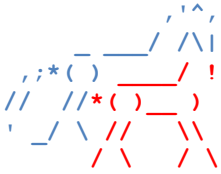
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The Buyer should insure that the VDL Stallion is available with Majestic Gaits. We do our best to keep all available VDL stallions stocked.

You will need to arrange for liquid nitrogen storage for your semen when it arrives. If you do not have a liquid nitrogen storage tank of your own, often your vet will have one or know of one. You should ask if they charge for storage of the semen. You are responsible for those storage costs.

The dry shipper must be returned back to Majestic Gaits per the instructions provided with the Dry Shipper. We need the Dry Shipper returned promptly. \$25/day will be charged for Dry Shippers that have not arrived at Majestic Gaits within 7 days of shipping.

Majestic Gaits suggest that your veterinarian do a breeding soundness exam on your mare before you decide to breed your mare. A culture and/or biopsy should be done on barren or non maiden mares prior to breeding to insure that the mare is clean and is in good condition for breeding. This will save you money by taking these tests and ultimately reduce your veterinarian and breeding costs. Your breeding veterinarian can advise you the best.

## FEES – Frozen Semen:

1. Stud Fee: Donated in Auction.
2. Import Fee: Donated to the auction. This fee covers importing the semen, storage at our facility until shipped to you and charging of the dry shipper
3. Shipping Fee: Approximately \$175-\$275 to ship to you and back with Federal Express including insurance. We can estimate this for you for your location upon request. This is payable using a credit card or Federal Express account number.
4. Dry Shipper Rental: You may use your own dry shipper or a dry shipper provided by Majestic Gaits. The dry shipper must be returned back to Majestic Gaits within 7 days of the day it left Majestic Gaits. We ship overnight express and ask for it to be returned on a cheaper 2 day rate. During the peak shipping season, we require you ship back overnight. A \$25/day fee will be charged for every day the dry shipper has not been received back at Majestic Gaits after 7 days.

## ASSIGNMENT:

1. This Contract may not be transferred. If the mare is sold, contact Majestic Gaits.

## Law

The terms of this Agreement shall be governed by the laws of the State of New Hampshire/Majestic Gaits and The Netherlands/VDL Stud.

## Breach

Either party may nullify this Agreement if the other party breaches a material term of this Agreement. The wronged party may recover reasonable attorney's fees and court costs. Executed this \_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Majestic Gaits, Kathy Hickerson "Seller"

\_\_\_\_\_  
"Buyer"