

## BREEDING AGREEMENT FOR FRESH COOLED SEMEN

**THIS AGREEMENT** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Virginia Parker-Yerg/Flower Farm (“**Farm**”) and the breeder identified in Section 1 (“**Owner**”) for the breeding of the Mare (Described in Section 3) to **VINCA** (“**Stallion**”) under the terms and conditions provided herein.

### 1. OWNER:

<b>Breeder Name:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>Email:</b>	

### 2. STALLION INFORMATION:

<b>Stallion Name:</b>	VINCA
<b>Registry #:</b>	840025 200200059 (KWPN), 90.0200 (GOV), 90 00200 02 (ISR/OLD)
<b>Approved with:</b>	KWPN, GOV, ISR/OLD, Westphalian Verband (Accepted)

a. The Mare Owner identified in Section 1 shall have no right, title or interest in the Stallion except for the breeding rights expressly set forth in this Agreement. All breeding under this agreement is to be by artificial insemination with fresh cooled semen from the Stallion. This contract allows for a maximum of six (6) doses of semen from the Stallion to produce one foal. \

b. Collection fees are non-refundable.

**3. MARE INFORMATION:** Owner certifies that they are the legal and registered owner and have the right to enter into this Agreement to breed the following described mare (**hereinafter** “**Mare**”) to Stallion.

<b>Registered Name:</b>			
<b>Height:</b>		<b>YOB:</b>	
<b>Breed:</b>		<b>Registry #:</b>	
<b>BREEDER MUST INCLUDE MARE REGISTRATION PAPERS WITH CONTRACT</b>			
<b>Mare Breeding History:</b> <i>Please include any health concerns, number of foals and years bred.</i>			

a. A Breeding Soundness Exam prior to breeding, including a uterine culture and cytology, is recommended but not required for all mares prior to breeding. If a mare fails to settle after two breeding cycles, the Breeder will be required to submit culture and cytology results to Farm prior to any additional shipments of semen.

b. The semen provided under this Agreement shall only be used to inseminate the Mare identified herein (In Section 3 above). Owner agrees that it shall not, directly or indirectly, use the semen provided herein to inseminate any other mare, unless previously approved by Farm. This is a material consideration of Farm entering into this Agreement and is required to maintain the quality of foals bred by the Stallion.

c. Farm makes no guarantee or warranty of a live foal resulting from breeding Mare with Stallion.

d. The breeding fees cover only one (1) live foal. After Mare has been inseminated and the administering veterinarian has determined that Mare has ovulated, any unused fresh semen is to be immediately destroyed.

e. Owner shall not use, obtain or retain any unused Stallion semen for any purpose not outlined in this Agreement whatsoever;

f. Owner shall not cause any transfers of embryos from Mare without Farm's prior written consent.

#### 4. FEES:

a. Collections are \$250.00, plus shipping charges, and payable in advance of each collection to Clinic (As stated in Section 5). Payments may be made via check or PayPal/credit card (3% service charge applies).

b. A \$50.00 charge per collection is payable in advance of each collection to the Farm, payments may be made via check or PayPal/credit card (3% service charge applies).

c. Any extra fees required by a registry for the registration of the foal will be charged back to the Buyer. The foal can only be registered with one registry.

d. See Section 5 below for SHIPPING FEES AND PROCEDURE

#### 5. COLLECTION, HANDLING, AND SHIPPING:

a. The Owner must have a credit card ON FILE at the Veterinary Clinic where Stallion will be collected. Owner will be charged directly by Clinic for all shipping costs of semen. Any questions about these charges or shipping methods may be made directly to Clinic.

<b>CLINIC NAME:</b>	Nandi Veterinary Associates
<b>ADDRESS:</b>	3244 West Sieling Road New Freedom, PA 17349
<b>PHONE NUMBER:</b>	(717) 235-3798

b. Farm will ship cooled semen only to Owner's designated veterinarian. Owner is solely responsible to pay for and make all arrangements for shipment of the semen to Owner's veterinarian directly. Farm shall have no liability of any nature or kind for any delays, failures, or

damage in shipment. Owner is encouraged to procure any and all relevant insurance with the shipment carriers to ensure recompense for loss and damages and Owner is responsible for filing any claims with the shipper for lost or delayed shipments.

c. Upon confirmation of a winning bid, the Breeder is entitled to shipments of semen from the Stallion during the 2018 breeding season until the Mare conceives and sustains a pregnancy. The Breeder is eligible to receive a maximum of six doses of fresh cooled semen over the duration of the contract.

d. Farm will only issue a breeding certificate for the breeding contemplated under this Agreement if the Mare is bred by a licensed veterinarian or a breeding technician approved by Farm. The same person must sign the Mare Acknowledgement Form.

e. All requests for collection and shipment of semen must be made BEFORE 48 hours of requested ship date. Owner understands that the Stallion may be competing away from the Farm and may be otherwise unavailable to fill Owner's request on any given day. It is Owner's responsibility to contact the Farm in advance regarding Stallion availability and the Farm bears no responsibility for failure to timely fill requests due to the Stallions unavailability. Owner bears responsibility for having Mare ready for breeding around Stallions off-farm competition commitments. It behooves both parties for the Owner to keep the Farm in full knowledge of the Mare's anticipated schedule and breeding needs. Fresh cooled semen will only be sent Monday through Friday. ALL requests for semen shipments must be made via TELEPHONE (text or call). Late notifications will be accommodated if possible, but cannot be guaranteed; there will be an additional late fee assessed by Farm.

#### **6. OWNER RESPONSIBILITIES AFTER INSEMINATION:**

a. Owner agrees to submit to farm confirmation of the mare's pregnancy at 14-18 days post-ovulation and at 50-60 days post ovulation. Farm *recommends* additional pregnancy checks at 28 days post-ovulation and between 30-35 days post-ovulation. **The Mare Acknowledgement Form must be received by Farm no later than September 1st.** If pregnancy checks are still pending at that time, the Mare Acknowledgement Form should be returned and written confirmation of additional checks should be sent following each pregnancy check that occurs after September 1st. **If the Mare Acknowledgement Form is not received by September 1st, Mare Owner is responsible for any Late Fees associated with reporting foals with their respective registries.**

b. Owner agrees to keep the mare in good physical condition throughout the pregnancy including:

1. Regular fecal tests and/or deworming throughout the pregnancy with FDA approved products specifically allowed for pregnant mares.
2. Vaccination with FDA approved products for pregnant mares to prevent *Equine rhinipneumonitis* (Pneumobort K) at months 3, 5, 7, and 9 months of pregnancy.
3. Within 90 days following the birth of the foal, Owner shall register the foal in the appropriate breed registry and deliver a copy of the registration to Farm.

**7. BREEDING CERTIFICATE.** Upon written confirmation of pregnancy at 60 days, Farm will issue a Breeding Certificate for the appropriate breed registry.

**8. RETURN SERVICE IN 2019 SEASON.** Under this contract, there is no Return Service for the 2019 season.

**9. DEATH, UNFITNESS OR SALE OF THE STALLION.** The fees paid or incurred under this Agreement are nonrefundable except as provided below and with regard to this section.

a. If the Stallion should die, be sold by the Farm or otherwise become unfit for service before the Farm makes any shipment of semen or after the Farm makes at least one shipment of semen, then the Owner may terminate the Agreement and thereafter substitute frozen semen (subject to the Farm's Breeding Contract for Frozen semen). Upon execution of the Breeding Contract for Frozen Semen, this Agreement will automatically terminate and all elements of this Agreement will be deemed satisfied.

**10. WAIVER OF CLAIMS AND INDEMNITY.** Owner waives any and all claims against Farm and its owners, agents, assigns, contractors, and employees, for any and all injury to Owner, its business, agents, employees, and owners, for losses of any kind, including, but not limited to, loss to business; damage to property; injury, illness, or death to Mare; injury, illness, or death to any other horse of Owner; injury, illness, or death to Owner, its agents, employees, invitees, or any other person, for any cause whatsoever. Owner shall indemnify, defend, and hold harmless Farm and its owners, agents, employees, and assigns from and against any and all liabilities, claims, damages, costs, suits, and attorney fees arising out of this Agreement, including, but not limited to claims for bodily injury, death, or property damage.

**11. MISCELLANEOUS PROVISIONS.**

a. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and jurisdiction and venue for all purposes shall be York County, Pennsylvania.

b. In the event of a dispute arising out of the Agreement, the prevailing party shall be entitled to attorney fees and costs.

c. If any part of the Agreement shall be determined to be void, the remainder of the Agreement shall remain in full force and effect.

d. This is the entire agreement between parties. Owner shall not assign, in whole or in part, any part of the Agreement without the written consent of Farm.

e. This Agreement may only be amended in writing, signed by Owner and Farm.

f. This Agreement may be signed in counterparts.

g. This Agreement shall not be construed for or against the drafter of this Agreement.

h. Each party by their signature below confirms that they have read and understands this Agreement.

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties have entered into this Agreement as of the date and year written above.

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

Virginia Parker-Yerg, Flower Farm

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

Owner, Print Name

\_\_\_\_\_  
Owner, Signature

*Owner's signature herein is an express authorization for Owner's veterinarian to release any records pertaining to Mare that in any way concern this Breeding Agreement to Farm.*

**MARE ACKNOWLEDGEMENT FORM**

**STALLION:** VINCA

**MARE OWNER:** \_\_\_\_\_

**MARE INFORMATION:**

<b>Registered Name:</b>			
<b>Height:</b>		<b>YOB:</b>	
<b>Breed:</b>		<b>Registry #:</b>	
<b>BREEDER MUST INCLUDE MARE REGISTRATION PAPERS WITH CONTRACT</b>			
<b>Mare Breeding History:</b> <i>Please include any health concerns, number of foals and years bred.</i>			
<b>How do you plan on registering your foal?</b>			

I, the undersigned Veterinarian, duly licensed by the state of \_\_\_\_\_ do hereby attest that the following occurred: That at the following times and on the following days, I artificially inseminated the mare \_\_\_\_\_ with the semen of the stallion \_\_\_\_\_, and I personally verified the name of the stallion on the cooled semen paperwork. All inseminations were carried out in accordance with the standard veterinarian practices.

FURTHER, I hereby certify that no other mare was inseminated with the stallion semen designated for this mare and that any excess cooled semen hereto was promptly and properly destroyed.

FURTHER, I certify that I am not an agent for Virginia Parker-Yerg/Flower Farm and that I will indemnify and hold harmless Virginia Parker-Yerg/Flower Farm from any claims arising from the negligent, improper and ineffective insemination by me.

Collection 1: Date Inseminated: \_\_\_\_\_ # of Doses Used: \_\_\_\_\_

Collection 2: Date Inseminated: \_\_\_\_\_ # of Doses Used: \_\_\_\_\_

Collection 3: Date Inseminated: \_\_\_\_\_ # of Doses Used: \_\_\_\_\_

Collection 4: Date Inseminated: \_\_\_\_\_ # of Doses Used: \_\_\_\_\_

Collection 5: Date Inseminated: \_\_\_\_\_ # of Doses Used: \_\_\_\_\_

Collection 6: Date Inseminated: \_\_\_\_\_ # of Doses Used: \_\_\_\_\_

**WITNESS my hand executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.**

**Veterinarian Signature:** \_\_\_\_\_

*(Continued on Reverse)*

**I hereby examined the mare to which this passport pertains throughout her pregnancy and found her to be:**

In Foal: \_\_\_\_\_ Not in Foal: \_\_\_\_\_ Date: \_\_\_\_\_ Veterinarian: \_\_\_\_\_  
In Foal: \_\_\_\_\_ Not in Foal: \_\_\_\_\_ Date: \_\_\_\_\_ Veterinarian: \_\_\_\_\_  
In Foal: \_\_\_\_\_ Not in Foal: \_\_\_\_\_ Date: \_\_\_\_\_ Veterinarian: \_\_\_\_\_  
In Foal: \_\_\_\_\_ Not in Foal: \_\_\_\_\_ Date: \_\_\_\_\_ Veterinarian: \_\_\_\_\_  
In Foal: \_\_\_\_\_ Not in Foal: \_\_\_\_\_ Date: \_\_\_\_\_ Veterinarian: \_\_\_\_\_

**In order to settle your mare as efficiently as possible, it is in your best interest to have frequent pregnancy checks done on your mare. The following schedule will help prevent cases of twins, misdiagnosed pregnancies, or lost time in the breeding season.**

**1st Check (Required):** 14-18 days' post ovulation - optimum time for vet to pinch off a twin if more than a single ovulation is noted.

**2nd Check (Recommended):** 28 days' post ovulation - to confirm a viable pregnancy as the heartbeat typically appears by day 25.

**3rd Check (Recommended):** 30-35 days' post ovulation - to confirm maintained pregnancy prior to endometrial cup formation.

**4th Check (Required):** 50-60 days' post ovulation - final confirmation of pregnancy in its critical first trimester.

YOU WILL NOT BE ISSUED A BREEDING CERTIFICATE, BE ELIGIBLE TO REGISTER YOUR FOAL, OR BE ELIGIBLE FOR A RETURN SEASON UNTIL FLOWER FARM RECEIVES THIS DOCUMENT CERTIFYING THAT YOUR MARE IS EITHER IN FOAL OR NOT IN FOAL. DOCUMENT MUST BE RECEIVED BY **SEPTEMBER 1ST** AS LAID OUT IN THE BREEDING AGREEMENT. IF NOT RECEIVED BY SEPTEMBER 1ST, MARE OWNER IS RESPONSIBLE FOR ANY LATE FEES ASSOCIATED WITH REPORTING FOALS WITH THEIR RESPECTIVE REGISTRIES. *ELECTRONIC COPIES WILL BE ACCEPTED.*

RETURN TO:  
**FLOWER FARM**  
**C/O VIRGINIA PARKER-YERG**  
**3601 ROSER ROAD**  
**GLEN ROCK, PA 17327**  
EMAIL: **INFO@FLOWERFARMHORSES.COM**