

HARRIS PAINTS STALLION STATION

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LOPIN LAZY - AUSTRALIA FROZEN SEMEN CONTRACT

THIS AGREEMENT, made in duplicate and entered into this ____ day of _____, 20__, by and between _____, (hereinafter referred to as "Mare Owner") and Patti Cerio (stallion owner) and/or Harris Paints Stallion Station (hereinafter referred to as "Stallion Manager").

WHEREAS, Tim and Cindy Harris t/a "Harris Paints" are the Manager of a certain APHA stallion named Lopin Lazy (owned by Tony and Patti Cerio) and Mare owner is the owner/lessee of a certain mare named _____, registration number _____.

NOW, THEREFORE, In consideration of the premises herein contained, it is agreed as follows:

FEEES AND EXPENSES: A booking fee in the amount of \$500.00 (US) is due and payable with the signed copy of this breeding contract. The balance of the stud fee in the amount of \$1000.00 is due prior to the shipment of frozen semen. Sixteen Straws (2 doses) of frozen semen is included in the breeding fee listed above.

(a) Transportation of semen (and fees therefore incurred) from the storage facility is the responsibility of the mare owner.

(b) Tony and Patti Cerio retain ownership of any unused straws of frozen semen. Any use of these straws must be approved by Tony and Patti Cerio and/or Stallion Manager. Any unused straws must be returned to the storage facility (at Mare Owner's Expense) or destroyed (if so directed in writing by Stallion Owners or Managers)

© Said straws may only be used on the mare listed above in this contract unless written authorization is obtained from Tony and/or Patti Cerio or Stallion Manager.

(d) If Mare Owner wishes to keep unused Frozen Semen Straws in storage, a report of the straws and storage location must be provided to Stallion Owners and/or Manager for approval.

(e) Any fees with respect to Wire Transfer payments are the responsibility of the Mare Owner.

REGISTRATION CERTIFICATE: A copy of the mare's registration certificate with current owner and/or lease agreement must accompany this contract. The owner listed on the Registration Certificate will be the owner who is listed on the stallion breeding report.

BREEDING REPORT: It is the responsibility of Mare Owner to provide Stallion Manager with a report listing insemination dates, straw identification (including number of straws used) and pregnancy status of mare. No Breeders Certificate will be issued without this report from Mare Owner.

LIVE FOAL GUARANTEE. For this purpose a live foal shall be defined as a foal that stands and nurses without assistance. If the mare proves not to be in foal in the year bred, or loses her foal, Stallion Manager has the option to rebreed the mare or request a substitute in case of a problem mare. If said mare dies prior to foaling, mare owner may substitute another mare within one year of the date of her death. This live foal guarantee cannot be sold or transferred to another mare owner without the written consent of Stallion Manager. No breeding will be carried over more than one year from the date of loss.

(a) **SUBSTITUTION:** If said mare is medically unsound and unable to be rebred, mare owner may substitute another mare upon a written veterinary certificate stating said mare is in fact unable to be rebred.

(b). **NOTIFICATION:** The above is subject to the condition that notification must be made to Stallion Manager and/or Stallion Owner within 48 hours after time of foaling or aborting, that mare did not produce a live foal. A certified veterinarian's statement must follow, giving particulars to substantiate a live foal guarantee. Veterinarian's statement must be received by Stallion Manager within 14 days of said mare's foaling or aborting, or the live foal guarantee shall become null and void.

© **FEES FOR REBREED:** Mare Owner is responsible for the cost of frozen semen (\$500 US per dose). Mare owner is responsible for the transportation fees for additional Frozen Semen for the Rebreed Year.

EMBRYO TRANSFERS: No live foal guarantee is offered in the event an embryo is sold. No live foal guarantee is given for vitrified embryos. It is strongly recommended mare owner purchase embryo insurance.

(a) If more than one embryo results from a breeding during embryo harvesting, Mare Owner must pay an additional Stallion Service fee within 60 days of confirmed pregnancy in order to receive a breeders certificate for the additional foal(s).

BREEDERS CERTIFICATE: A Breeder's Certificate will be issued once mare owner has notified Stallion owner and/or Manager that the mare has produced a live foal and all outstanding bills are paid.

MEDIATION AND ARBITRATION: Any dispute with respect to this contract shall be resolved by a mutually agreed upon mediator.

WARRANTY: No warranties whatsoever, express or implied, shall accompany a breeding transferred by this Agreement. No guarantee of delivery of shipped semen within a certain time period or guarantee that shipped semen will safely reach the insemination point without losing some of its integrity, quality or characteristics is given by this Agreement.

GENETIC TEST RESULTS: Lopin Lazy has been genetically tested HYPP N/N, HERDA N/N, GEED N/N, MH N/N, PSSM N/N and OLWS N/O.

ENTIRE AGREEMENT: This contract is a binding contract on the above terms and conditions and represents the entire contract between the parties.

STALLION OWNER: Tony and Patti Cerio

BY: Cindy R. Hamner
Agent for Stallion Owner

MARE OWNER:

Signature

Printed Name

Address

City and Postal Code

Email Address

Telephone