

BREEDING CONTRACT FOR FRESH CHILLED SEMEN

This agreement confirms the reservation to the stallion ${f Chill}~{f R}~{f Z}$ (hereinafter referred to as the
'Stallion") for the 2021 breeding season by the owner or lessee of the mare whose signature appears
below (hereinafter referred to as the "Owner"). Owner hereby agrees to breed the mare
with the registration #, registered in the following registry
, (referred to as the "Mare"). Breeding will be done by using fresh chilled semen
supplied by Spy Coast Farm, LLC (hereinafter referred to as "SCF").

Terms and Conditions

This is a non-transferable/non-assignable contract. In consideration of the mutual promises and covenants contained herein, and for valuable consideration, the parties hereto agree as follows:

- Owner will provide a copy of Mare's registration certificate with pedigree, a conformation picture of
 Mare, and a completed copy of the Mare Information Form.
 *** These documents must accompany this contract in order to receive a breeding certificate at the
 end of the season. ***
- 2. Mare owner understands that the mare should be examined by a licensed veterinarian at 45 days and again at 60 days after the last day bred. Mare owner must then notify Spy Coast Farm of pregnancy status at that time.
 - *** Mare owner must **RETURN** the "Veterinary Verification Form" (page 5 of contract) to SCF in order to receive a breeding certificate at the end of the season. ***
- 3. The breeding fee for the semen shall be in US dollars payable prior to collection. Each additional live foal produced from the breeding must pay an additional \$1,500.00 breeding fee per foal to receive a breeding certificate to register the foal(s).
 - a. \$ 1,500.00 Breeding fee ("Purchase Price") due in full prior to collection of the fresh semen.
 - b. Note 6% Kentucky sales tax applies to stud fee if breeding takes place in Kentucky
- 4. **Live Foal Guarantee** Should the mare fail to conceive, abort, or produce a live foal that is unable to stand-alone and nurse within 24 hours of birth, a veterinary certificate must be provided in writing by a licensed veterinarian within 10 days of the event. All rights to return to the stallion are subject to collection cost, and shipping fees must be paid in full prior to collection. This breeding right is sold for the mare identified above with a live foal guarantee and is limited to 2 consecutive breeding seasons.

*** SCF does not offer live foal guarantee for embryo transfer. ***

5. Spy Coast Farm reserves the right to substitute frozen semen from the Stallion should the stallion be unfit to be collected or unavailable due to show schedule. Purchaser would incur additional fees for

shipping and handling of frozen semen in this case. Please refer to the frozen semen contract for details of those costs. A maximum of 2 doses of frozen semen will be sent.

- 6. Owner shall pay a \$250 dollar collection fee and agrees to add this amount to the breeding fee. This fee must be received prior to the initial collection. If additional collections are required, an additional \$250 collection fee must be paid in full before each collection. If purchaser cancels their request for semen after a collection has been completed and if SCF determines that the semen cannot be used for another client, then purchaser agrees to pay the \$250.00 collection fee.
- 7. A maximum of four collections will be permitted. If the mare is not in foal after the first two breedings, a clean uterine culture certificate must be submitted to SCF by the owner's veterinarian within 30 days of breeding on the next estrous cycle.
- 8. Canadian breeders will be charge at \$180 export fee for export paperwork.

Shipping and Handling

- 9. SCF shall ship **fresh chilled semen** from the stallion in viable condition when it leaves SCF to the Owner at the shipping destination supplied by the Owner. SCF holds no responsibility for shipping errors, misrouting, or mistreatment of shipper by shipping company, which might result in damages to fresh chilled semen.
- 10. Fresh chilled semen is collected Monday, Wednesday, and Friday. Orders will be taken by calling the main office at 859-280-3063, by 1:00 p.m. EST for shipping the following collection day. The mare owner is responsible for knowing the collection schedule and for providing the schedule to their veterinarian.
- 11. Total shipping cost for semen delivery and container return is \$300. The return label will be included inside the container. All shipping costs, including the stud fee, will be charged on the owner's credit card, unless owner has a personal FedEx or UPS account number. Same day shipping and Canadian Shipping will be at cost and can range from \$500 to \$1,000 depending on flights.
- 12. **Late/Damaged Container Fees**. Purchaser agrees to ship the semen container back to the farm, clean and undamaged within three (3) consecutive business days upon receipt. A late fee of <u>\$25</u> per day will apply if not returned on time. If the container is missing or damaged, Purchaser will be charged the cost of the shipper to their credit card, which is <u>\$300</u> plus applicable shipping fees and taxes.
- 13. SCF assumes no responsibility for any loss or damage to the mare. Owner shall assume all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare whether by death, disease, injury, infection, or otherwise, and Owner further agrees to indemnify and hold harmless SCF, its officers employees and the Stallion Owner for any and all damages and liability.
- 14. This agreement may not be assigned or transferred by Owner without prior written consent of SCF.
- 15. Contract follows the above noted mare and may not be transferred to another mare or new mare owner without prior consent of SCF. Contract cannot be sold or reassigned to another party.

- 16. This agreement and all of its terms and conditions shall be binding upon and shall inure to the benefit of all the successors and permitted assigns of the Owner and SCF.
- 17. The validity, construction, and enforcement of this agreement shall be in accordance with and governed by the laws of the state of Kentucky, North Carolina, or Florida.

	Stallion Breeding Fee:		\$ 1,500.00		
Sales Tax or Exp		t Fee	\$		
	Collection Fee:		\$ 250.00		
	Roundtrip Shipping	; :	\$ 300.00		
	Total Due:		\$		
Owner/lessee signature		Spy Coas	t Farm		
X Date					
Please Print: Owner name:					
Address:					
City:		State:		Zip:	
Telephone:	C	Cell Phone:			
Email					
Payment Information:					
Visa/MasterCard/American	Express #·				
Exp. Date:	•				
Account Holder Name:					
Account Billing Address: _					
Semen Shipment Informa	tion:				
FedEx or UPS Account # (1		vice):			If none,
credit card above will be ch	•	,100)			11 110110,
Ship to:					
Address:					
 City:			State:	Zip:	
Telephone #:					
E-Mail address (for tracking					
(Please mail all o				

Spy Coast Farm LLC, 3700 Newtown Pike Lexington, KY 40511

Tel: 859-280-3063 Fax: 859-554-3563



MARE INFORMATION SHEET

Mare Information						
Registered Name:		Alia	s:			
Breed:	Registration #:					
DOB:	Height:		Color:			
Sire:						
Owner Information						
Name:		Farm Name	:			
Address:						
				Zip:		
Phone Number(s) Cell:		_ Home:	F	Fax:		
E-Mail:						
Breeding History		_				
Mare's current reproductive						
Number of pregnancies:				(,		
Have you ever bred with ship	- -					
Date of last uterine culture a	nd cytology:	Results	Biopsy	Results		
Veterinarian						
Veterinarian (handling breed	ling)	Phon	e	Email		
Address	=					
City						
			_			
Will this breeding be used for	or embryo transfer	? If so, p	lease note there	is NO LIVE foal		
guarantee.						
This form and information p	rovided will becor	ne part of your as	greement with So	CF. Please review your		
answers for accuracy.	Tovided Will been	ne part or your ag	51001110111 William St	er. Trease review your		
Signature			Date			
Signature			Date			



VETERINARY VERIFICATION FORM

I, the und	ersigned veterinari	an, duly license	ed by the state ofdo	hereby attest that the following	ng occurred: That at the "with the						
semen of	the stallion		and said inseminati	mare, "ions were carried out in accord	ance with standard						
veterinary practices.											
Said insp	Further, I hereby certify that after careful inspection, the mare inseminated is the mare described in the mare description box. Said inspection consisted of my comparing the written description of the mare with the mare I inseminated and found that the mare corresponds in every detail to said description.										
	Further, I certify that no other mare was inseminated with the stallion semen designated for this mare and that any excess hereto was promptly destroyed.										
or ineffec	ctive insemination b	by me.		Farm from any claims arising f							
			•	sion that the mare is inseminat							
3.		-	•	a licensed veterinarian 60-65 da the mare is examined at 60-65	•						
	ation Date		Veterinarian Signa	iture							
	examined the mare day bred and found			ut the beginning of her pregnar	ncy and finally 60-65 days						
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								
Mare Naı	me		Mare Date of Birth	Mare's Sire							
Mare's Dam			Mare's Color	Registration #:							