

#### BREEDING CONTRACT FOR FRESH CHILLED SEMEN

This agreement confirm	s the reservation to the stallion US	SA Today (hereinafter referred to as the
"Stallion") for the 2021	breeding season by the owner or	lessee of the mare whose signature appears
below (hereinafter refer	red to as the "Owner"). Owner her	eby 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 (hereinafter referred to	o 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 5 doses of frozen semen will be shipped over 3 heat cycles. Alternatively, the mare owner may choose to substitute another available Spy Coast Farm owned stallion for fresh semen of equal or lesser cost.

- 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 charged a \$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 shipping label will be included inside the container. All shipping costs 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 \$25 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 \$300 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 Expor	Sales Tax or Export Fee:			
	Collection Fee:		\$ 250.00		
	Round Trip Shippi	ng:	\$300.00		
	Total Due:		\$		
Owner/lessee signature X		Spy Coas			
Date					
Please Print: Owner name:					
Address:					
City:					
Telephone:					
Email					
<b>Payment Information:</b>					
Visa/MasterCard/America	an Express #:				
Exp. Date:	Security Code:		_		
Account Holder Name: _					
Account Billing Address:					
<b>Semen Shipment Inform</b> FedEx or UPS Account #		rvice):			If none.
credit card above will be	-	. , , , , , , , , , , , , , , , , , , ,			11 110110,
Ship to:	0 11 0				
Address:					
City:			State:	Zip:	
Telephone #:					
F-Mail address (for tracki	ing info):				

If not submitting via email, please mail all checks and contracts to:

Spy Coast Farm LLC, 3700 Newtown Pike Lexington, KY 40511 Tel: 859-280-3063 Fax: 859-554-3563

Mare Information				
Registered Name:	Alias:			
	Registration #:			
DOB:	Height:		Color:	
Sire:	Dam:		Dam's sire:	
Breeder Name:				
Owner Information				
Name:		Farm Name:		
Address:				
City:				
Phone Number(s) Cell:	Ho	me:	Fa	ax:
E-Mail:				
<b>Breeding History</b>				
Mare's current reproductive	status: Maiden	Barren		In Foal
Number of pregnancies:	Live Birth	s:	Early feta	l loss(es):
Have you ever bred with shi	pped semen before? Ye	s / No Fresh Se	men	_ Frozen Semen
Date of last uterine culture a	and cytology:	Results	Biopsy	Results
Veterinarian				
Veterinarian (handling bree	ding)	Phone		Email
Address	<u> </u>			
City				
Will this breeding be used for Guarantee.	or embryo transfer?	If so, plea	se note there	is <b>NO Live Foal</b>
This form and information panswers for accuracy.	provided will become pa	ort of your agree	ement with SC	CF. Please review your
Signature			Date	



# **VETERINARY VERIFICATION FORM**

I, the undersigned veter	inarian, duly license	ed by the state ofdo	hereby attest that the following	ng occurred: That at the "with the
semen of the stallion	10110wing days, 1 a	and said inseminated the	mare, "	ance with standard
veterinary practices.				
	ed of my comparing	the written description of	nated is the mare described in the mare with the mare I inser	
Further, I certify that no thereto was promptly de		seminated with the stallion	semen designated for this ma	are and that any excess
or ineffective inseminat	ion by me.		arm from any claims arising f	
Witness my hand and se	eal executed this	day of	2021 under pains and pena	lties of perjury.
<ul><li>2. This record m</li><li>3. This record m</li></ul>	ust be signed when the signed	the mare is examined by a	ion that the mare is inseminat licensed veterinarian 60-65 da 3700 Newtown Pike, Lexing	ays after the last day bred.
Insemination Date		Veterinarian Signa	ture	
I hereby examined the rafter last day bred and f			t 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 Name		Mare Date of Birth	Mare's Sire	
Mare's Dam		Mare's Color	Registration #:	
Mare Owner Name and	Address:			