



EVERGATE STABLES

BREEDING CONTRACT FOR FRESH CHILLED SEMEN

This agreement confirms the reservation to the stallion **Capital Colnardo** (hereinafter referred to as the “Stallion”) for the **2020 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:

1. 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 **\$2,00.00** breeding fee per foal to receive a breeding certificate to register the foal(s).
 - a. **\$ 2,000.00** 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 stallion for fresh semen of equal or lesser cost and the difference in cost will be refunded to the purchaser.
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.

Shipping and Handling

8. 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.
9. **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.**
10. **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.
11. **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.
12. 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.
13. This agreement may not be assigned or transferred by Owner without prior written consent of SCF.

14. 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.
15. 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.
16. 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:	\$ 2,000.00
Sales Tax (See note in section 3 b):	\$ _____
Collection Fee:	\$ 250.00
Roundtrip Shipping:	\$ 300.00
Total Due:	\$ _____

Owner/lessee signature

X _____

Date _____

Spy Coast Farm

X _____

Date _____

Please Print:

Owner name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Cell Phone: _____

Email _____

Payment Information:

Visa/MasterCard/American Express #: _____

Exp. Date: _____ Security Code: _____

Account Holder Name: _____

Account Billing Address: _____

Semen Shipment Information:

FedEx or UPS Account # (please circle which service): _____ If none, credit card above will be charged for shipping.

Ship to: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone #: _____

E-Mail address (for tracking info): _____

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 SHEET

Mare Information

Registered Name: _____ Alias: _____
Breed: _____ Registration #: _____
DOB: _____ Height: _____ Color: _____
Sire: _____ Dam: _____ Dam's sire: _____

Owner Information

Name: _____ Farm Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number(s) Cell: _____ Home: _____ Fax: _____
E-Mail: _____

Breeding History

Mare's current reproductive status: Maiden _____ Barren _____ In Foal _____
Number of pregnancies: _____ Live Births: _____ Early fetal loss(es): _____
Have you ever bred with shipped semen before? Yes / No Fresh Semen _____ Frozen Semen _____
Date of last uterine culture and cytology: _____ Results _____ Biopsy _____ Results _____

Veterinarian

Veterinarian (handling breeding) _____ Phone _____ Email _____
Address _____
City _____ State _____ Zip _____

Will this breeding be used for embryo transfer? _____ If so, please note there is **NO LIVE** foal guarantee.

This form and information provided will become part of your agreement with SCF. Please review your answers for accuracy.

Signature

Date



VETERINARY VERIFICATION FORM

I, the undersigned veterinarian, duly licensed by the state of _____ do hereby attest that the following occurred: That at the following times and the following days, I artificially inseminated the mare, "_____" with the semen of the stallion _____ and said inseminations were carried out in accordance with standard veterinary practices.

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 thereto was promptly destroyed.

Further, I certify that I will indemnify and hold harmless Spy Coast Farm from any claims arising from the negligent improper or ineffective insemination by me.

Witness my hand and seal executed this _____ day of _____ 2020 under pains and penalties of perjury.

1. This form must be signed by the veterinarian on every occasion that the mare is inseminated.
2. This record must be signed when the mare is examined by a licensed veterinarian 60-65 days after the last day bred.
3. This record must be **RETURNED** to Spy Coast Farm when the mare is examined at 60-65 days after the last bred date.

Insemination Date

Veterinarian Signature

I hereby examined the mare described on this documented throughout the beginning of her pregnancy and finally 60-65 days after last day bred 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 _____

Mare Name _____ Mare Date of Birth _____ Mare's Sire _____

Mare's Dam _____ Mare's Color _____ Registration #: _____

Mare Owner Name and Address: _____