

Breeding Contract for Frozen Semen
LARKS HOME RUN
Three Acre Wood Farms
3350 Bridgegate Drive
Jupiter, Florida 33477
218.722.4200 or 561.743.4200
218.391.8105 (cell)
Elizabeth Stauber-Johnson, Ph.D. Owner
elizsj@johnsonwilson.com or homer@larkshomerun.com

This contract is made and entered into this ____ day of ____, 20__, by and between Elizabeth Stauber-Johnson, Ph.D., owner of Larks Home Run (AQHA Reg. Number 5312142), herein referred to as "Stallion Owner", and _____, hereinafter referred to as "Mare Owner".

1.) **Service Privilege:** Mare Owner hereby contracts and consents to breed the following mare to Larks Home Run, herein referred to as LHR.

Mare's Registered Name: _____

Mare's Breed Registry: _____

Mare's Foaling Year: _____

Mare's Color and Markings: _____

Mare's Sire and Dam: _____

Mare's Status: In Foal/Foaling Maiden Open Barren

A copy of the Mare's Registration papers showing current ownership must be supplied and will become part of this contract. By signing below, the Mare Owner warrants that he/she is the appropriate lessee or owner of record with the breed organization listed above.

2.) **Breeding Fees:** LHR breeding fee is \$2,500.00. A \$750.00 non-refundable booking fee is due upon signing and acceptance of this contract. The service fee of \$1,750.00 is due prior to the shipment of semen. All fees are non-refundable, subject to the availability of frozen semen (see Section 5). Breeding fee includes one shipment of two doses of semen. In the event the mare does not conceive following the insemination of the first shipment, one additional shipment of two doses of frozen semen may be requested. *PLEASE NOTE:* The breeding fees DO NOT include shipping fees determined by Equine Medical Center of Ocala, Ocala, FL (352-873-7830). Prior to the shipment of semen, the Mare Owner must cover all costs of the semen shipping process, including packaging fee, non-refundable container rental fee and shipping charges or courier and air shipping charges which are variable. These fees will be charged directly by Equine Medical Center of Ocala, in Ocala, FL. Once the shipment arrives it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24 hours of delivery.

3.) **Reproductive Health of Mare:** Mare Owner warrants that said mare has been properly examined, treated, vaccinated and prepared to be bred to LHR. If the mare is barren or maiden Stallion Owner shall have the right to request the following tests, which include but are not limited to Negative Uterine Culture or Equine Cytology with Sensitivity before shipment of semen. In addition, Mare Owner warrants by signature of this contract that any prior reproductive difficulties regarding the above mare have been disclosed in writing to Stallion Owner.

4.) **Breeding and Mare Conditions/Liability Waiver:** The Mare Owner hereby agrees to diligently settle the mare using standard reproductive practices for frozen semen. The semen shall be thawed and inseminated by a licensed veterinarian familiar and successful with the practical use of frozen semen. Attempting to use frozen semen outside of the control of a knowledgeable veterinarian can not only reduce but actually prevent the chances of a viable pregnancy. Should the mare fail to become pregnant following a second shipment and insemination of semen the Stallion Owner has the right to request communication with the attending veterinarian in addition to the testing results agreed to above. Following communication, this document is subject to further agreement. Once the above named mare has obtained pregnancy no further frozen semen will be shipped and no semen remaining may be used to inseminate any additional mares. Any additional use of semen will constitute a violation of this agreement, this agreement becomes null and void and the offending party will be subject to civil damages, attorneys fees and costs. In the case of unused frozen semen the Mare Owner agrees to contact the Stallion Owner for directions on what should be done with any remaining straws (see section 6 following). Neither the Stallion Owner nor the Mare Owner shall be held liable to the other for any loss, damage, sickness, injury, death or disease to LHR, the mare named above or the resulting offspring which may occur as a result of the breeding privilege granted herein.

5.) **Availability of Semen/ Refund of Fees:** Should the frozen semen for any reason become unavailable due to circumstances unforeseeable, before the mare named above is first serviced as agreed upon in this contract, this Agreement shall be terminated and the Stallion Owner shall return the breeding fee paid by the Breeder within a period of 30 days. Should the mare named above die before any shipment of semen then this contract will be null and void. All semen shipped pursuant to this agreement remain at all times the property of the Stallion Owner.

6.) **Reporting, Certificates and Registration:** Mare Owner agrees to submit to Stallion Owner confirmation of the mare's pregnancy 14-16 days post-ovulation. Stallion Owner recommends an additional pregnancy check 30 -35 days post ovulation to confirm the presence of a viable embryo.

The Mare Owner is responsible for compliance with all registry requirements for the use of frozen semen and for any fees or payments for the registration of foals conceived.

The Stallion Owner requires written notification by the inseminating veterinarian, using the insemination certificate accompanying this contract, detailing the dates of insemination and pregnancy exams, status of the pregnancy as well as identification of the mare that was bred, how many straws of frozen semen were used, how many straws of frozen semen remain and the status of unused semen. **Semen will not be shipped for an additional cycle if the insemination certificate from the previous cycle has not been returned.** A Breeder's Certificate produced by the appropriate Association will be issued to the Mare Owner after all fees and expenses have been paid in full and *upon notification to E. Stauber-Johnson, Three Acre Wood Farms, of the birth of the foal.* Mare Owner shall not have the authority to sell, assign or substitute the rights and privileges assigned herein without the written consent of the Stallion Owner. Any attempt to do so shall entitle Stallion Owner to terminate this contract and release it from any and all obligations.

7.) **Embryo Transfer Mares:** If Mare Owner intends to use embryo transfer procedures, Stallion Owner shall be entitled to additional breeding fees should more than one viable embryo result.

8.) **No Warranties/Entire Agreement:** No warranties, unless stated herein, either implied or expressed, shall be granted with this contract. This contract represents the entire agreement between the Mare Owner and the Stallion Owner. No amendments may be made unless in writing and attached to this agreement.

9.) **Jurisdiction:** This contract shall be construed according to the laws of the State of Minnesota and will inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto. Mare Owner hereby irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of Minnesota's judicial system, waives any objection of venue and waives any claim that such actions were brought in an inconvenient forum. Should either party breach this agreement, the breaching party will be liable for the other party's attorneys fees and any costs incurred in enforcing the agreement.

10.) **Assignment/Proper Parties:** This contract is non-transferrable, non-saleable and may not in any way be assigned to another party. It may not be changed, modified nor amended except in writing, signed and agreed upon by all parties. The persons signing this contract certify that they are the proper parties authorized and entitled to bind and execute this Contract. This document can be executed in counterpart.

Approved this _____ day of _____, 20 ____.

Stallion Owner or Authorized Agent Date

Mare Owner or Authorized Agent/Lessee Date

Mare Owner/Lessee/Agent Information (circle one)

Name: _____
Printed Name _____
Address: _____
City, State, Zip: _____
Phone: _____
Cell Phone: _____
Fax/email: _____
Form of Payment: _____

Veterinarian Information:

Veterinarian: _____
Address: _____
City, State, Zip: _____
Phone (1): _____
Phone (2): _____
Email: _____
Fax: _____

****If mare named in this contract is leased, a copy of the signed lease agreement must be provided to the Stallion Owner. However, the lease agreement is not part of this contract. The Stallion Owner specifically and absolutely denies any contractual liability to the original mare owner.

CERTIFICATE OF INSEMINATION

LARKS HOME RUN

To be completed by the Inseminating Veterinarian

Veterinarian: _____

Clinic: _____

Phone: _____

Email: _____

Name of Mare: _____

Dates of Insemination: _____

Number of Straws of Frozen Semen Used: _____

Number of Straws of Frozen Semen Remaining: _____

Status of Remaining Straws: _____

Signature of Inseminating Veterinarian: _____

Please note: Semen will not be shipped for an additional cycle if the Insemination Certificate from the previous cycle has not been returned.

This certificate may be faxed, emailed or slow mailed back to the Stallion Owner, Elizabeth Stauber-Johnson, Ph.D. Three Acre Wood Farms, 3350 Bridgegate Drive, Jupiter, Florida, 33477 (October-May) or 2400 Minnesota Ave, Duluth, MN 55802 (June through September). email: elizsj@johnsonwilson.com, cell phone number: 218.391.8105

Thank you!!!