

Semen Purchase Agreement

This agreement is made on this ____ day of _____, 201__, by and between Jerland Farm / Lawrence F. Jerome, hereinafter designated "Stallion Owner" and _____, hereinafter designated "Mare Owner".
Address and Telephone Number

Whereas:

1. Stallion Owner above is the recorded owner of the stallion, **MPA Giovanni**.
2. Mare owner is either the owner or the lessee of the following mare,
_____(Name) _____(Registration #)
3. Mare owner desires to purchase a breeding to the above named stallion using frozen semen for the purpose of producing a live foal.

Now Therefore, the parties agree to the following terms and conditions:

1. The semen purchase price is 3,000 Euros. This contract must be signed and the semen purchase price paid before semen is shipped or the mare is inseminated. Funds to be wired directly to Jerland Farm. Account information is attached.
2. Each dose of frozen semen consists of five straws. The price for each dose needed consists of 125 euros to be wired directly to Jerland Farm and 100 euros plus shipment costs to be paid to Osterhof Stud before semen is shipped or the mare is inseminated.
3. Collection, insemination, and shipping fees are to be paid by the mare owner and are in addition to the semen purchase price. Stallion owner shall be permitted to withhold any certificates, forms or consents required in connection with the registration of foals by the mare owner until all fees are paid in full.
4. The term of this contract is one breeding season. Mare owner agrees to give stallion owner ample opportunity to settle mare. If mare does not settle in the first breeding season, this contract will be extended for one subsequent season. There will be a 400 euro rebreeding charge for the second season. The re-handling fee must be paid in full before semen is shipped or mare is inseminated. If a mare fails to settle after two seasons, for any reason, Mare Owner will hold Stallion Owner blameless.
5. This contract contains a live foal guarantee. A live foal is described as a newborn foal that stands and nurses without assistance, and survives the first 72 hours. If the foal dies within the 72 hours, or is born dead and a veterinarian's statement is received confirming death, the mare may be re-bred the following season with no additional semen purchase fee, subject to the provisions/charges of this agreement.
6. The semen purchase fee under this contract is fully earned after two breeding seasons. The semen purchase fee is nonrefundable. If the mare dies or becomes unfit to breed, the Stallion owner will accept a replacement mare for the balance of the term of this agreement.

7. This breeding is personal to the stallion. If the stallion dies or becomes unfit to breed, Jerland may offer a substitute stallion in his place. There will be no refunds of the semen purchase price.
8. This agreement is for the production of one live foal. If the mare produces more than one live foal by natural or artificial means, the mare owner agrees to pay for the purchase of additional breedings for each foal produced upon those mares being checked in foal.
9. This agreement is personal to the mare owner and is not transferable without prior written consent of the stallion owner. In the event the stallion owner consents to the transfer, the mare owner shall pay a transfer fee in the amount of 400 euros to the stallion owner.
10. All breedings that are purchased through another source other than Jerland Farm or Osterhof Stud, such as a stallion service auctions are subject to a 400 euro handling fee. Breedings purchased through Jerland or Osterhof Stud are not subject to such a fee.
11. All disputes arising out of this agreement shall be governed by binding arbitration, to be conducted in the State of Wisconsin. All parties to the dispute shall mutually agree upon the arbitrator, and all costs associated with the arbitration shall be equally divided among the parties to the dispute.
12. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written contract.

When Mare Owner and Stallion Owner have signed this contract, it will be binding on both parties, subject to the terms and conditions as stated above.

Stallion Owner

Mare Owner

Signature and Date

Signature & Date

Funds to be wired to Jerland Farm / Lawrence F. Jerome
 First National Bank, Chetek
 Chetek, Wisconsin, United States of America
 ABA # 075903792
 Account # 8005449