

# SF Veraz

## FROZEN SEMEN BREEDING AGREEMENT

THIS BREEDING AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Hereinafter referred to as "Mare Owner" and BUTLER FARMS TRAINING CENTER, INC., hereinafter referred to as "BFTC".

WHEREAS, the Stallion **SF Veraz** AHRA # **627301** ("Stallion"), is owned by Scheier Farms,, ("Stallion Owner"), and WHEREAS, the Mare Owner, on reliance of the conditions and undertakings contained in this Breeding Agreement, will be entitled to one frozen semen breeding for Stallion's servicing of Mare (as defined below) during the 2012 season:

1. **MARE:** Mare Owner has legal right in the following described Mare, including the right to breed the Mare to the Stallion:

Mare (registered name): \_\_\_\_\_ AHRA # : \_\_\_\_\_

Owner (as recorded on registration papers): \_\_\_\_\_

2. **BREEDING FEE:** The Frozen Semen Breeding Fee of \$ 3,500.00 is payable as follows:
  - a. The non-refundable booking fee of \$ 500.00 is payable upon signing this Agreement.
  - b. The remaining \$ 3,000.00 is payable prior to shipment of semen.
  - c. This fee ensures Mare Owner with up to three breeding doses of frozen semen. A frozen semen dose is defined as a single insemination dose containing a minimum of 600 million sperm cells and having a post thaw motility of greater than 30%.
  - d. If necessary, additional breeding doses may be purchased at a cost of \$ 250.00 per dose.
  - e. The frozen semen breeding fee includes a live foal guarantee for 24 hours. Should the mare fail to conceive, die or not produce a live foal for a period of not less than 24 hours from the time of birth, the mare owner has the right to rebreed this mare or substitute mare (upon the approval of BFTC) in the breeding season 2013. If this rebreeding should be without success the mare owner can try again to rebreed in 2014 for a consideration from 50% of the breeding fee.
  - f. All amounts paid by Mare Owner shall be non-refundable upon shipment of semen. Should frozen semen become not available, due to lack / or loss of unforeseeable circumstances, a substitute stallion may be offered at Stallion Owner's discretion.
3. **ADDITIONAL FEES:** These fees are in addition to the stud fee and must be paid in full prior to shipment. A credit card number is required prior to shipment(s). Mare Owner may also provide their own Fed-Ex account number if they prefer.
  - a. Frozen Semen Handling / Processing Fee- \$ 150.00
  - b. International Handling and Management Fees- Mare Owner is responsible for all fees related to shipment including paperwork with USDA and other agencies and preparation of the health certificate.
  - c. Shipping Fees-
    - i. Mare Owner may provide Federal Express account number: \_\_\_\_\_
  - d. Airport Courier Fee
  - e. Refundable Dry Shipper Deposit- Mare Owner agrees to return dry shipper to within five working days of receipt of the container. A fee of \$ 50.00 per day shall be charged to Mare Owner for failure to return shipper promptly. Mare owner accepts all liability for loss or damage to said container.
4. **AVAILABILITY OF SEMEN:**
  - a. BFTC shall provide frozen semen from Stallion identified in this contract and makes no other guarantee of the condition of the semen once the semen has left the semen storage/ shipping facility.
  - b. Mare Owner shall be responsible for contacting BFTC to request a shipment of semen Monday thru Friday during normal business hours.
  - c. Mare Owner shall have the responsibility to insure proper handling, storage and insemination of the semen into the Mare.
  - d. Semen is shipped on the understanding that it is to be used solely to breed the Mare named in this Agreement, any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than said Mare shall automatically terminate all obligations of BFTC. This is including but not limited to right to additional semen and the responsibility to register any offspring produced by the use of semen, including the original intended foal. All of the Mare Owner's rights provided by this Agreement shall be forfeited and the Mare Owner shall be liable for the amount up to the cost for breeding for every unapproved mare inseminated whether a foal is produced or not.
  - e. BFTC reserves the right to require a Mare that has not settled within three heat cycles to be cultured or biopsied to determine breeding soundness. Upon detection of Mare carrying an infectious / contagious disease, or for any other applicable reason, BFTC reserves the right to discontinue service to Mare. In such event, Mare Owner is obligated to substitute another mare to fulfill the terms of this Agreement.

