

## 2010 Breeding Contract- Frozen Semen

THIS AGREEMENT is made between SEAFIRE SPORTHORSES (hereinafter referred to as "STALLION OWNER") and MARE OWNER(s):

(Name) \_\_\_\_\_ (hereinafter referred to as "MARE OWNER")

(Mailing Address) \_\_\_\_\_ (City/State/Zip) \_\_\_\_\_

(Res. Phone) \_\_\_\_\_ (Work Phone) \_\_\_\_\_ (Cell) \_\_\_\_\_

Name of Mare: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_

Breed Association(s) and Registration Number(s): \_\_\_\_\_

**\* please provide a copy of mare's registration papers and 2 (each side) conformational pictures of mare**

**With the signing of this contract, the MARE OWNER(s) acknowledge that they have read this Contract in its entirety and agree to abide by all stipulations contained herein:**

The STALLION chosen for this breeding is: **RICHARD KWPN: 98.03430**

1) STALLION OWNER agrees to provide MARE OWNER with 3 doses of frozen semen from the above stallion and a 3-year live foal guarantee (LFG) in exchange for a fee of \$1200 USD, payable to **STACIA PURCELL**. Fee is payable upon execution of this contract. Fees due to Stallion Owner can be paid for through PayPal if desired (please notify STALLION OWNER prior to using this option). Any fee payable via PayPal will incur a 3% fee. MARE OWNER specifically agrees and understands that no semen will be shipped until all fees have been paid.

2) MARE OWNER understands that the above stallion's semen is collected, frozen and handled by Peterson & Smith in Ocala, Florida (Phone # 1-352-307-3000). MARE OWNER also understands that additional charges will be made for the handling of the semen, any deposit necessary on the shipping container and the shipping of the semen itself. These charges will be billed by Peterson & Smith or their affiliates. These charges need to be paid by MARE OWNER directly to Peterson & Smith prior to shipment of any semen.

3) If the above mare becomes pregnant with fewer than the above 3 doses of frozen semen the MARE OWNER has two options with the remaining semen. Option One: MARE OWNER will destroy/dispose of the remaining dose(s) of semen. Option Two: MARE OWNER may use the remaining dose(s) on an additional mare owned or leased by MARE OWNER in the same breeding season. If the second mare becomes pregnant and maintains pregnancy for 30 days, then an additional stud fee (\$625) would be due for this second mare. A 2-year LFG would be in effect for this foal once the stud fee is paid on the second mare.

4) **Live Foal Guarantee (LFG) Terms**: A Live Foal is defined as a foal, which stands, nurses and does not need to be euthanized by a licensed veterinarian within the first 72 hours of birth due to a genetic defect. LFG does not guarantee that a live foal will be born to the mare being bred. In the event of the death of the foal (as outlined above), LFG only entitles the MARE OWNER to additional doses of frozen semen at a reduced cost for the following two (2) years on the above mare (or an additional one (1) year on any additional mare(s) bred with unused dose(s) as above). In the event of the death of the above mare during the time of this contract, an approved substitute mare will be allowed if no live foal has been produced. Proof of mare and/or foal's death will be required by STALLION OWNER from a licensed veterinarian within 10 days of death. LFG does

not apply in the case of death of the mare and/or foal due to neglect. Foaling must be attended for the LFG to apply.

5) If the above mare does not become pregnant with the above 3 doses of frozen semen or does not produce a live foal (as stated above) then the MARE OWNER can order more semen (up to 3 breeding dose(s) per shipment) at \$60/per each dose. The shipping/handling fees would apply with each shipment. Above breeding options (section 3) would apply with any unused semen.

6) MARE OWNER shall attempt with reasonable diligence to settle mare; if however, for any reason the mare does not settle, mare owner will hold STALLION OWNER and their representative(s) harmless. Any pregnancy resulting from STALLION's frozen semen must be reported to STALLION OWNER by November 30th of year bred.

7) The semen MUST be administered by a licensed Veterinarian or trained personnel familiar with the concept and practical use of frozen equine semen.

8) MARE OWNER agrees to hold harmless STALLION OWNER, their representatives, and/or any semen distribution agents for STALLION OWNER for any injury or illness to mares associated in any way with the insemination of frozen semen provided by STALLION OWNER. Buyer specifically understands that STALLION OWNER makes no guarantees or warranty as to the fertilizing capacity of any semen provided under the terms of this contract, either expressed or implied, however, known conception rates will be relayed to Buyer, and are given in good faith. MARE OWNER is responsible for ascertaining their mare's Registry's requirements for the use of frozen semen and subsequent registration of foals conceived thusly. STALLION OWNER is not responsible for any fees or moneys due associated with the breeding of MARE OWNER's mare(s). MARE OWNER is responsible for ascertaining their state's or country's requirements for shipped semen and informing STALLION OWNER in writing any permits or requirements needed at least 30 days prior to any requested semen shipment. MARE OWNER is responsible for any additional costs associated with the shipment of semen required by their state or country.

This contract, constitutes the entire agreement between the parties hereto and may not be modified except in writing and signed by all parties hereto. This Contract may not be assigned or transferred by any of the parties hereto without the consent of the other. This Contract is made and entered into in the State of Florida, and shall be enforced and interpreted in accordance with the laws of said State. All action with respect to this agreement will be instituted in a court sitting in St John's County, Florida, and the Mare Owner(s) irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such court and waives any objection to the venue in such court and waives any claim that any actions have been brought in an inconvenient forum.

This contract shall be binding upon the parties hereto and their personal representatives.

Stallion Owner or Representative

Mare Owner(s)

\_\_\_\_\_

\_\_\_\_\_

Seafire Sporthorses / Stacia Purcell

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Mail to the attention: Stacia Purcell  
PO Box 3, Elkton, FL 32033 • (904) 662-2887**

**[www.theequineathlete.net](http://www.theequineathlete.net)  
[theequineathlete@gmail.com](mailto:theequineathlete@gmail.com)**

## Richard

Show Name: Decadent (US) / Ravanelli (EU)

KWPN Stallion, DOB: 4/25/1998

Mare's Name: \_\_\_\_\_

Color: \_\_\_\_\_ Birth date: \_\_\_\_\_

Markings: \_\_\_\_\_ Height: \_\_\_\_\_

Registry: \_\_\_\_\_ Registration #: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Sire of Dam: \_\_\_\_\_

**Owner of Mare (to be reported to breed registry):** \_\_\_\_\_

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

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

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

### Produce Record:

- |                          |                          |                           |                                 |
|--------------------------|--------------------------|---------------------------|---------------------------------|
| 1. 2009-10 Season Status | <input type="checkbox"/> | Foaling LDB _____         | Due to foal _____               |
|                          | <input type="checkbox"/> | Barren                    | <input type="checkbox"/> Maiden |
| 2. 2008-09 Season Status | <input type="checkbox"/> | Foaling Date foaled _____ |                                 |
|                          | <input type="checkbox"/> | Barren                    | <input type="checkbox"/> Maiden |
| 3. 2007-08 Season Status | <input type="checkbox"/> | Foaling Date foaled _____ |                                 |
|                          | <input type="checkbox"/> | Barren                    | <input type="checkbox"/> Maiden |

Please list all vaccinations in last 12 months, including medical history, preferred veterinarian, and other information we might need to know.

\_\_\_\_\_  
\_\_\_\_\_

I accept and fully understand conditions for breeding the above mare as stated in the "Breeding Contract" and "Conditions of Service for All Mares". I certify that the above mare is either owned or leased by me.

Signature of Mare Owner: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Mail to the attention: Stacia Purcell

PO Box 39, Elkton, FL 32033 Phone 904-662-2887

[www.theequineathlete.net](http://www.theequineathlete.net), [theequineathlete@gmail.com](mailto:theequineathlete@gmail.com)

## CONDITIONS OF SERVICE FOR ALL MARES

1. Identifying details of mare to be bred, including copy of registration certificate and of ownership must be supplied with the breeding contract prior to mare being bred.
2. All fees to be paid in advance before semen is shipped.
3. Health –Mare must be breeding sound. If barren and not maiden, the mare owner must supply a veterinary certificate for the mare named in this contract which includes a negative uterine culture showing that the mare is in a sound breeding condition and free from infection. Certificate must be dated no longer than 30 days prior to the mare being bred.
4. Should any mare fail to conceive after 3 consecutive cycles, then a uterine swab/biopsy must be performed at mare owner's expense with the results posted to Stallion Owner
5. Mare owner agrees to dose mare with 1) Rhinopneumonitis vaccine at 5, 7, 9 month gestation. 2) EWT, Flu/Rhino, and West Nile vaccines 30 days prior to foaling
6. Mare owner agrees to follow appropriate worming regimen specific for the region where the mare resides. Mare owner agrees to worm the mare within 4 weeks of foaling and within 24 hours post foaling.
7. Live Foal Guarantee – does not guarantee that a live foal will be born by the mare being bred. This term entitles the mare owner to a return breeding for the same mare to the same stallion, the following two years only, in the case that the mare should A) fail to conceive B) abort the foetus or C) the foal dies within 72 hours of birth. A veterinary certificate must be supplied. At no time will breeding fees or monies be refunded.
8. The mare must not be exposed to another stallion within 60 days of breeding. If the mare is exposed to another stallion in this time and becomes pregnant, the mare owner will forfeit all fees including the breeding fee. No monies will be refunded.
9. This breeding contract is only transferable if the mare named in this contract dies or is deemed unfit to be bred by a licensed veterinarian. Transfers may be applied to approved mares only once a veterinary certificate is supplied to Stallion Owner verifying the death or breeding unfitness.

Signature of Mare Owner: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

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