



FROZEN SEMEN BREEDING RIGHT AGREEMENT

This Agreement is made this _____ day of _____, 20____ by and between WATCHMAN PRE Horses located at 2904 Yukon Dr Modesto CA 95350 (hereinafter "Stallion Owner") and _____ located at _____, (hereinafter referred to as "Mare Owner").

For and in consideration of the agreements, covenants and promises herein, the sufficiency of which is hereby acknowledged by the parties, Mare Owner and Stallion Owner hereby agree as follows:

1. **PURPOSE.** Mare Owner wishes to purchase frozen semen from Stallion Owner for the purpose of breeding Mare described in Mare Information Sheet, with hopes of producing a live foal.

2. DEFINITIONS.

2.1 Frozen semen will contain a minimum of 35% or greater motility.

2.2 Breeding Season is February 1 through October 1 of the current year.

3. MARE.

3.1. Mare Owner warrants she is the sole legal owner of the Mare, or is the sole Lessee of the Mare for the breeding season. Mare Owner agrees that for the purposes of this Agreement, the term Approved Mare shall mean a Revised PRE, and or registered with IALHA or a Mare approved by Stallion Owner, at Stallion Owner's sole discretion.

3.2. Mare Owner warrants that use of frozen semen provided by Stallion Owner will only be used in Mare listed in Mare Information Sheet, and cannot be transferred to any other equine without prior written consent from Stallion Owner. Approval to transfer to another equine is at Stallion Owner's sole discretion.

3.3. Mare Owner warrants that only a licensed veterinarian will inseminate Mare with frozen semen.

3.4. Mare Owner will be solely responsible for all costs associated with insemination of Mare.

4. **STALLION.** Stallion Owner owns a stallion named Fugitivo XII, breed registry number 190101002308420 (PRE) (hereinafter Stallion).

5. **PURCHASE/SALE OF FROZEN SEMEN.** Stallion Owner hereby agrees to sell to Mare Owner and Mare Owner hereby agrees to purchase from Stallion Owner the right to three (3) shipments of frozen semen to include three (3) doses per each shipment to Mare Owner at the address set forth in the Mare Information Sheet, from the Stallion during the 2012 breeding season.

Mare Owner is responsible for all associated costs with collection and shipment and an addendum to this agreement along with payment for associated costs must be executed before collection occurs.

6. FEES.

6.1. Breeding Fee. A total breeding fee, including the Booking Fee is due before any semen is shipped. Breeding Fees for the 2012 Season are:

6.1.1. **\$1800** for Pure Spanish Mares (PRE) and IALHA Mares or for Registered and Approved Warmblood, Arab, Thoroughbred, Quarter Horse Mares or Others.



6.2. Non-Refundable Booking Fee. Upon signing this agreement, a non-refundable booking fee of **\$500** is due and payable by check, cashiers check, or money order to

USPEA Attn Susan Treabess
8680 Wintu Way
Winters, CA 95694

6.3. Additional Fees. Select Breeder Services, and Pioneer Equine Hospital are responsible for the distribution of frozen semen. Their fees are listed in "Instructions For Ordering Frozen Semen" and are incorporated by reference. These fees include container deposit, shipping, handling and tank rental, and are the responsibility of Mare Owner. These fees must be paid before any semen is shipped and are paid directly to:

Pioneer Equine Hospital,
11536 Cleveland Ave.
Oakdale, CA 95361

7. **INSTRUCTIONS FOR USE OF FROZEN SEMEN.** Detailed instructions for thawing and inseminating using frozen semen are provided by Pioneer Equine Hospital with each shipment of frozen semen. A consultation with the inseminating veterinarian is provided by Pioneer Equine Hospital.

8. **LIMITED LIVE FOAL GUARANTEE.** Stallion Owner agrees that the Mare Owner is entitled to nine (9) additional doses of frozen semen in the subsequent breeding season, if requested by the Mare Owner, under the terms of the Agreement upon the following conditions:

8.1. In the event that Mare does not produce a live foal that can stand alone and nurse within 24 hours, Mare Owner must notify Stallion Owner verbally within 48 hours and furnish a satisfactory veterinary certificate to Stallion Owner that states as a result of the aforesaid breeding, the Mare did not produce a live foal that could stand alone and nurse within 24 hours.

8.2. The veterinary certificate must be provided within ten (10) days of the date the mare fails to

produce a live foal. No semen will be shipped for a foal heat breeding.

8.3. **Conditions That Void Live Foal Guarantee.** The following conditions will void the live foal guarantee and Mare Owner will have no right to further shipments of the Stallion's semen:

8.3.1. If notification and veterinary certificate is not furnished within the 10 day period required;

8.3.2. If the Mare is bred to any other stallion during the breeding season in which semen is provided to Mare Owner for the Mare;

8.3.3. If the Mare is sold to any other person during the breeding season in which semen is provided to Mare Owner;

8.3.4. If the Stallion is killed or permanently injured during the breeding season, and no frozen semen remains;

8.3.5. If the Mare's failure to produce a live foal is due to the actions or inactions of the Mare Owner, his employees, veterinarians, agents, or family members, including the failure to provide proper vaccinations to the Mare;

8.3.6. If the artificial insemination of the Mare with Stallion's semen is not performed by a licensed veterinarian qualified and competent to perform the artificial insemination procedure.



9. **SUBSEQUENT BREEDING SEASON.**

9.1. Should Mare not conceive after nine (9) doses of frozen semen have been shipped, Stallion Owner has the right to request at Mare Owner's expense a full reproductive examination of Mare by a qualified veterinarian. This examination will at a minimum indicate the Mare to be in good physical and sound breeding condition and free of infection and will not be limited to include a negative intrauterine culture and cytology.

9.2. If after the reproductive examination the qualified veterinarian finds the Mare in good physical and sound breeding condition as specified above the Stallion Owner offers the following option:

9.2.1. In the subsequent breeding season Mare Owner may request in writing nine (9) additional doses of semen be shipped in three (3) dose increments as detailed in paragraph five (5);

9.2.2. If Mare Owner wishes to substitute another Mare, Stallion Owner's written approval is required. Granting of this request is made solely at Stallion Owner's discretion.

9.3. **Conditions That Void Subsequent Breeding Season Option.** The following conditions will void any obligation Stallion Owner has for further shipments of Stallion semen:

9.3.1. If the Mare is bred to any other stallion during the breeding season in which semen is provided to Mare Owner for the Mare;

9.3.2. If the Mare is sold to any other person during the breeding season in which semen is provided to Mare Owner;

9.3.3. If the Stallion is killed or permanently injured during the breeding season, and no frozen semen remains;

9.3.4. If the Mare's failure to conceive is due to the actions or inactions of the Mare Owner, his employees, veterinarians, agents, or family members, including the failure to provide proper

vaccinations to the Mare;

9.3.5. If the artificial insemination of the Mare with Stallion's semen is not performed by a licensed veterinarian qualified and competent to perform the artificial insemination procedure.

9.4. If after breeding the Mare through nine (9) doses in the subsequent breeding season, the Mare fails to conceive Stallion Owner is not responsible to ship any additional semen or return any monies paid.

10. **EMBRYO TRANSFER.** Semen from Stallion may not be used for embryo transfer.

11. **INSURANCE.** The Mare Owner understands and agrees that they shall be solely responsible for insurance on the mare.

12. **NO EXPRESS OR IMPLIED WARRANTIES.** Stallion Owner makes no express or implied warranties with the exception of those listed in paragraph 8 above.

12.1. Stallion Owner makes **no implied warranty as to the merchantability or as the fitness of the Stallion or his semen for any particular purpose** that shall arise by virtue of this transaction.

13. **RELEASE OF LIABILITY and ASSUMPTION OF RISK.** The Stallion Owner shall not be liable or responsible for:

13.1. Any accident or injury or disease suffered by the Mare in connection with the artificial insemination of the Mare with the semen of the Stallion. Mare Owner assumes all risks and responsibility for the condition of the mare and all risk of loss or damage to the mare whether by death, disease, injury infection or otherwise and by any cause whatsoever.

13.2. Any undesirable genetic traits or conditions of Stallion. Mare Owner assumes all risks and agrees to hold Stallion Owner and related parties harmless from any associated damages.



13.3. Shipment or Collection failures. Mare Owner assumes all risks associated with the collection and shipment of frozen semen. Stallion Owner will use reasonable efforts to deliver frozen semen at the times requested, however if demand exceeds supply, Stallion Owner will ship frozen semen in the order they are received. Stallion Owner is not responsible for delivery failures beyond Stallion Owners control such as, weather, war, or acts of God.

MARE OWNER THEREFORE AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS WATCHMAN PRE HORSES, THEIR AGENTS, EMPLOYEES, AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS SUITS, ATTORNEY'S FEES AND COSTS, OBLIGATIONS OR LIABILITIES OF ANY KIND, KNOWN OR UNKNOWN, OR IN ANY WAY RELATED TO THE MARE OR THE BREEDING OR INSEMINATION OF THE MARE.

14. **NOTICES.** Service of all notices under this agreement shall be sufficient if given personally, or mailed via overnight carrier, certified or registered mail to the party involved at its respective address set forth above, or at such address as such party may provide in writing from time to time. Any notice mailed to such address shall be effective when deposited in the United States mail or with an overnight carrier, duly addressed with postage prepaid.

15. **SEVERABILITY.** Owner expressly agrees that this Agreement is governed by the State of California. In the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

16. **DEFAULT.** Upon material breach of this Agreement by one party, the other party may terminate it.

17. **ATTORNEY FEES.** On any breach, the prevailing party shall have the right to recover from said breaching party all reasonable attorney's fees, court costs, and expenses.

18. **MODIFICATION OF AGREEMENT.** This Agreement may only be modified in writing with the signature of both parties.

19. **FINAL AGREEMENT.** This Agreement contains the entire agreement of the parties and any prior or concurrent written or oral understandings are deemed merged into this Agreement.

20. **LAW AND VENUE.** The terms of this Agreement and disputes developing there under shall be enforced and construed in accordance with the laws of the State of California. Any litigation shall be brought in Stanislaus, California.

WATCHMAN PRE Horses : _____ Date: _____

Mare Owner : _____ Date: _____

In addition to this Agreement, the following documents from Pioneer Equine Hospital are provided at www.fugitivo-xii.com:

- (1) SBS Frozen Semen Distribution Program,
- (2) Instructions For Ordering Frozen Semen,
- (3) Frozen Semen Shipment Request Form.