

FRITZ LEEMAN FARM
13820 Kimmens Road
Massillon, Ohio 44647
(330) 837—8501
FAX (330) 837—8598

Cooled Shipped Semen Contract

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and among _____, Mare owner and **Fritz Leeman Farm**, Stallion Owner, and **Fritz Leeman Farm**, by **Randy Yoder** Stallion Manager.

1. Breeding privileges. Mare Owner hereby agrees to breed the Mare, _____ No. _____ By COOLED SEMEN to the Stallion **WILLY BE INVITED, #3697049**, standing at Fritz Leeman Farm during the 20____ breeding season and to pay the stallion fee of \$ _____ for cooled semen fee and expenses, if applicable. A non-refundable booking fee of **\$250.00** is to be paid for reserving the Stallion upon the execution of this Agreement. A shipping deposit of **\$500.00** is also to be paid prior to shipment and upon the execution of the Agreement.

Booking Fee **\$250.00** due upon acceptance of this agreement
Balance of breeding fee \$ _____
Shipping deposit **\$500.00**.
Balance: \$ _____ due before semen is shipped

2. Charges. Mare Owner agrees to pay the Stallion Service Fee, including the Booking Fee, prior to shipment of cooled semen to its insemination point. Mare Owner also agrees to pay for all couriers, shipping and handling charges, which may be incurred as a remit of this Agreement. Mare Owner understands that the shipping container and its contents are the property of Fritz Leeman Farm and Mare Owner has no ownership rights in the container whatsoever. Should mare owner fail to promptly return the shipping container to Fritz Leeman Farm, the Mare Owner agrees to pay for its value in an agreed amount of **\$300.00**. Fritz Leeman Farm agrees to reimburse Mare Owner for any outstanding balance due after 30 days from the date the cooled semen is shipped to Mare Owner- (transfer date).

Any unpaid expense shall bear interest at the rate of eighteen percent (18%) per annum until paid. Unpaid of each balance of each account is due and payable within ten (10) days following receipt of the monthly statement. Any past due account which shall not be paid within thirty (30) days of billing shall be subject to collective action, including placing the account into the hands of an attorney for collection. Mare Owner assumes and agrees to pay all costs of collection, including charges, expenses, attorney fees and related costs, which shall be incurred in the collection of his/her balance.

In no event will the shipment be prepared for transfer unless the Mare Owner has provided the Stallion Manager forty-eight (48) hours advance notice (exclusive of Saturdays, Sundays, and holidays) and all charges due are paid in full.

3. Conditions. The Mare Owner acknowledges that the mare is healthy and in sound breeding condition and registered with the American Quarter Horse Association, the Jockey Club, the American Paint Horse Association or the Appaloosa Horse Club. A copy of the registration papers for said mare should be attached to this Agreement. The Mare Owner, whose signature appears below, warrants that he/she is the owner of record of the above named mare. Mare Owner hereby states that a negative Coggins Test dated within six (6) months of this Agreement is in Mare Owner's possession upon execution of the Agreement. Mare Owner agrees to use all diligence and care in the insemination of the mare. The Stallion Manager may refuse to breed the mare to the Stallion if, in his opinion, the mare is not healthy and in sound breeding condition.

4. Waiver of Liability. Mare Owner agrees to diligently try to settle the mare. If, however, the

Mare Owner does not settle said mare, Mare Owner will hold the Stallion Manager and Stallion Owner harmless from my loss or damage. Neither the Stallion Manager nor the Stallion Owner is liable for injury, sickness, disability or death of the Stallion arising from the exercise of the breeding privileges granted herein. Insurance for the mare and her offspring is the sole responsibility of the Mare Owner.

5. Live Foal Guarantee. Stallion Owner hereby guarantees to the Mare Owner that a live foal will result from the breeding privilege herein granted. The term “live foal” means that the foal resulting from the breeding stands alone, nurses and lives for twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to re-breed the mare to the stallion during the following breeding season. **(I)** Stallion Manager may, at any time, at his own discretion, refund a Stallion Service fee less the booking fee, in lieu of a re-breeding: **(II)** Stallion manager will require the re-breeding to be performed at Fritz Leeman Farm if the Mare Owner notifies the Stallion Manager within forty-eight (48) hours after the time of foaling that the mare did not produce a live foal. **(III)** Within fourteen days after such Mare Owner’s notice to the Stallion Manager, the Mare Owner must certify to the Stallion Manager that the foaling was an attended foaling and obtain a statement from a licensed veterinarian giving the particulars required substantiating the failure of the mare to produce a live foal. The live foal guarantee herein is void and the Stallion Owner will be released from the liability if:

- (I) The mare is removed from the Stallion Manager’s premises before the Stallion Manager checks the mare in foal unless the Stallion Manager approves the removal
- (II) The mare is sold by the Mare Owner prior to foaling unless approved the Stallion Manager; or
- (III) The mare is returned to training after the Stallion Manager has checked the mare in foal

6. Certificate and Substitutions. The Stallion Manager will issue a service certificate upon the request of the Mare Owner at any time after the mare has been checked in foal and all charges have been paid in full. The Mare Owner may not *assign* this breeding contract or substitute any other mare for the mare named in this Agreement. Any attempted assignment or substitution without prior consent of the Stallion Manager will, at the option of the Stallion Manager, terminate this Agreement and releases the Stallion Owner and the Stallion Manager from all obligations hereunder. The service certificate shall be issued only for the mare whose name appears on this Agreement. Substitutions will be made only at the discretion of the Stallion Manager and then only in special circumstances (i.e., death, fl., etc.).

7. Cooled Semen Handling. Mare Owner agrees to comply with all AQHA, APHA, and ApHC requirements concerning the use and handling of cooled semen. Mare Owner acknowledges that a qualified and experienced Licensed Veterinarian, competent in the use of and handling of Cooled Semen, will perform the insemination. Mare Owner agrees to use the best efforts to perform the insemination within forty-eight (48) hours, but not more than the seventy-two (72) hours, after collection from the stallion.

8. WARRANTY. No warranty, express or implied, shall accompany the Cooled Semen transferred by the Agreement. Mare Owner acknowledges that the use of Cooled Semen is a new emerging technology that the Stallion Manager cannot guarantee in any respect. No guarantee of delivery within a certain time period that the Cooled Semen will safely reach the insemination point without losing some of its integrity, quality or characteristics can be given. However, although no guarantee or warranty is granted to Mare Owner by this Agreement, Stallion Manager will make every effort to meet the requirements of each Mare Owner’s individual needs. **Semen will be collected ONLY on established Fritz Leeman Farm breeding days and no guarantees are made or implied that semen will be available when requested.**

9. Miscellaneous. It is further agreed: (a) if the stallion dies, is sold, is transferred, or, if in the opinion of the Stallion Manager the stallion becomes incapable of servicing mares for any reason, the Agreement will, at the option of the Stallion Manager, become null and void. The stallion services fee

(less the booking fee) will be refunded and the parties to this Agreement will be released from any further liability; (b) the mare will not be bred to the stallion until a completed copy of the Agreement has been received and approved by the Stallion Manager, (c) this Agreement constitutes the entire agreement between the parties hereto and there are no binding agreements, restrictions, warranties or representations between the other than those set forth herein, (d) this Agreement cannot be amended except in writing executed by all parties hereto, (e) this instrument will be construed in accordance with the internal laws of the State of Ohio and will insure to the rights of the heirs, personal representatives, successors and permitted assigns of the parties; (f) all action with respect to this Agreement will be instituted in a court of Stark County, Ohio, and the Mare Owners irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such courts, waives any objection to the venue in such courts and waives any claim that any actions have been brought in an inconvenient forum; (g) the person executing the Agreement on behalf of the Mare Owner is fully authorized to execute this Agreement on behalf of the Mare Owner, and (h) the Stallion Manager acts solely as agent for Stallion Owner and will be bound by the terms of the Agreement only for so long as the Stallion Manager is designated as the Stallion Manager for the Stallion.

A **\$500.00** deposit to cover Equitainer, collection and shipping prior to shipment is required. Mare Owner agrees to pay any unpaid balance incurred as a result of this Agreement.

APPROVED This _____ day of _____ 20____ .

Stallion Manager _____

Mare Owner _____