



BREEDING CONTRACT

13820 Kimmens Road SW • Massillon, OH 44647 • 330.418.8380 • FAX 330.944.1163 • leemanfarmstallions@aol.com

WILLY BE INVITED- FROZEN SEMEN STALLION SERVICE CONTRACT

This contract dated ____ day of _____, 20____ is between _____ ("Mare Owner") and Fritz Leeman (Owner), LEEMAN FARM (Breeder). One service to **WILLY BE INVITED, Reg No. 3697049** (Stallion) for the (Mare) _____ Reg. # _____ Breed _____ for the 2024 season at \$ _____. The following conditions of service are mutually agreed between Mare Owner/Agent, named above and Leeman Farm upon execution of this contract:

\$ 500 Non-Refundable Booking Fee- Payable to LEEMAN FARMS INC
\$ _____ Balance of Stallion Fee- Payable to LEEMAN FARMS INC
\$ _____ Non-Refundable Farm Fee- Payable to LEEMAN FARMS INC (if applicable)
Additional Terms:

1. Fees and Expenses:

- a. **Charges:** A booking fee of \$ 500.00 is due with signed contract. Balance of the stud fee \$ _____ is due before shipment of Frozen Semen. **1 Doses (8 straws)** of Frozen Semen are **included** in the Breeding Fee. Transportation of Frozen Semen from the Storage Facility is the responsibility of Mare Owner.
- b. **Billing:** Bills are due and payable in full upon receipt. Any balance remaining unpaid after thirty days from the billing date shall bear interest at the rate of 1½ % per month from the date billed to the date payment is received. In the event that the account is not paid within 45 days from the date of the monthly statement, the breeder may refuse to palpate, tease or breed the mare. All major credit cards are accepted, **there is a 3.5% Service Fee for Credit Cards**
- c. **Use of Frozen Semen:** There will be no refunds on any used frozen semen. Any unused Frozen Semen remains the property of FRITZ LEEMAN. Any unauthorized use of Frozen Semen may result in penalties. No breeding shall take place with Frozen Semen without signed contracts and payment in full for a Breeding Fee to WILLY BE INVITED. Frozen Semen shall only be used for the Mare that is listed on this contract. Unused Frozen Semen shall be returned to the Storage Facility or destroyed at the discretion of the Stallion Owner. Should a Mare Owner desire to keep unused Frozen Semen in Storage a report of straws on hand and location must be submitted to Stallion Owner for approval.
- d. **Additional Frozen Semen** if necessary will be paid for in advance by the Mare Owner at the rate of \$250.00 per dose.
- e. **Equitainer:** **A \$750.00 container deposit is due before every shipment of frozen semen.** Any loss or damage to the container will be the responsibility of the Mare Owner. Any compensation for loss or damage will be deducted from the deposit. The deposit may also be held until any balance due for shipping expenses has been paid. The container must be returned within 5 days of arrival. If not returned within 5 days, Mare Owner will be charged \$75/day late fee until dry shipper returned. The late fee will be deducted from the deposit. Failure to comply with this term will result in forfeit of the container deposit and another deposit would then be required to receive further shipments. The deposit will be refunded to the Mare Owner once the container is returned to Fritz Leeman Farm in the same condition it departed and within the time frame allotted. The cost of returning the container is the responsibility of the Mare Owner. _____ Mare Owner initials

2. Mare Registration: A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT. **SHIPMENTS WILL NOT BE SENT IF REGISTRATION PAPERS ARE NOT PROVIDED.**
_____ Mare Owner initial

3. Insemination Report: Any and all breeding dates **must** be provided to FRITZ LEEMAN FARM by **July 1st** of the 2024 breeding year. **Failure to do so will result in Mare Owner being responsible for penalty fees. Mare Owner initials _____**

4. **Farm Waiver of Liability:** Mare owner acknowledges that the possibility of infection or disease exists at any breeding facility and may be increased due to the varied clientele that the breeder services. The breeder will exercise reasonable care in caring for and supervising said horses. Other than as provided in this agreement, the Breeder shall not be liable in any way for any failure to settle, injury, sickness, disease or death of the mare, or mare's foal arising from the stallion service pursuant to this agreement. Any insurance desired on the mare, mare's foal or foal in-utero is the sole responsibility of the mare owner.
5. **Breeding Season:** For purposes of this agreement, unless otherwise specified for a particular stallion, the breeding season shall begin February 1st and close June 12th of the year on this agreement
6. **Live Foal Guarantee:** The mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare **the following season only**, to the Stallion with a **\$500.00US** Rebreed Fee plus the cost of Frozen Semen, provided proper written notification that the Mare has slipped or produced a nonviable foal or failed to conceive. Proper notification must be received within one week of the nonviable foal being born. STALLION OWNER, LEEMAN FARM OR ITS EMPLOYEES shall not be held liable for the loss of any pregnancy whether it is slipped or a non-viable foal is produced. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal. If written notification is not received by the STALLION OWNER, the rebreed may not be honored at the STALLION OWNERS discretion. Mare Owner will be responsible for the cost and transport of additional Frozen Semen for the Rebreed Year. The Breeder does not guarantee a live foal for any Mare leaving Breeder's Farm unless and until such Mare has been ultrasound thirty (30) days safe in foal by the attending veterinarian. The Breeder may require that the re-breeding be performed at the Breeder's facility and the Mare Owner agrees to pay Mare care and other normal expenses relative to the breeding.
7. **Donated breedings are subject to a \$500 farm fee**
8. **Embryo Transfers:** Mare Owner agrees to notify Fritz Leeman Farm that this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to pay a stallion fee of **\$1500.00** for each additional live foal. Additional breeders certificates will be issued upon receipt of Stallion fee(s). **In the event that an embryo is sold, the live foal guarantee will be null and void. Fritz Leeman strongly recommends the purchase of embryo insurance.** _____ Mare Owner initials
9. **Vitrified (frozen) embryos:** Mare Owner agrees to notify Fritz Leeman Farm that the embryo was vitrified within 48 hours of recovery. If vitrified embryo(s) are utilized in the off season (from July 1st thru January 31st), then the contract is considered fulfilled. **For each frozen embryo not reported on time a penalty of \$1000.00 for administrative fees will be assessed. All frozen embryos being transferred in a later year must be reported to Fritz Leeman Farm upon positive pregnancy check. Mare Owner will be required to pay the breeding fee in effect at the time the frozen embryos result in a confirmed pregnancy. THERE IS NO LIVE FOAL GUARANTEE FOR VITRIFIED EMBRYOS.** _____ Mare Owner initials
10. **Breeder's Certificate:** A Breeder's Certificate **will be issued only after** owner has notified Fritz Leeman Farm that the mare has produced a live foal and all bills on the mare have been paid in full. _____ Mare Owner initials
11. **Mediation and Arbitration:** Any dispute relating to the interpretation or performance of this agreement shall first be submitted to mandatory mediation to a mediator selected by agreement of the parties. Should the parties be unable to agree on a mediator, the dispute shall be submitted to a Stark County, Ohio Mediation Center. The parties shall share the cost of mediation equally. Should a party not participate in the mediation, the non-participating party shall be charged with the cost of the mediation, which said cost shall be considered a liquidated damage provision to be applied as damages in any subsequent action without consideration as to the prevailing party in such action. If the mediation does not successfully resolve the dispute between the parties, the dispute shall be resolved, at the request of either party, through binding arbitration. Arbitration shall be conducted in Stark County, Ohio, in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction. The Mare Owner and Breeder intend that this agreement to arbitrate be irrevocable. If either party is required to retain the services of an attorney to enforce any term or obligation arising out of or in connection with this agreement, or the collection of any monies due and owing under or pursuant to the terms of the agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable costs of collection and attorneys' fees) incurred in the enforcement of the agreement or any proceeding related thereto.
12. **Mare Substitution:** There will be a \$25.00 Administrative Fee charged for substituting mares during the calendar breeding season. _____ Mare Owner initials
13. **Frozen Semen:** **Frozen semen is shipped on a per mare cycle basis, with a maximum of only two breeding doses per shipment allowed** Fritz Leeman Farm only assumes responsibility to ship frozen semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit. Fritz Leeman Farm does not guarantee the fertility of any stallion but agrees to ship only commercial quality frozen semen with a documented post-thaw motility of 30% or greater. Mare Owner agrees to use all the frozen semen provided by the Agreement for the mare names in this Agreement and no other. _____ Mare Owner initials
14. **Shipping Expenses:** Fritz Leeman Farm requires that all frozen semen shipping expenses be paid in advance of shipment. Mare Owner may deposit additional funds with Fritz Leeman Farm or provide Breeder with credit card information below. Monthly statements

will be mailed for services provided and charges made or deposits used. If any statement becomes more than 30 days overdue, all obligations of Stallion Owner shall cease and the unpaid amount will be subject to a finance charge of 1.5% per month or the maximum rate allowed by law. _____ Mare Owner initials

- 15. **Binding and Entire Agreement:** This contract, when signed by the Mare Owner and the Stallion Owner/ Breeder and accompanied by payment of the Stud Fee and Expense Fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.
- 16. **Counterparts and Facsimiles:** This contract may be executed in any number of counterparts which, taken together, shall be considered as single contract, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.
- 17. **Genetic Testing:** Willy Be Invited is N/N for HERDA, HYPP, GBED, PSSM, MH, IMM, OLWS

A COPY OF MARE’S PAPERS MUST ACCOMPANY ANY CONTRACT

Please return the signed contract and policy with booking fees and a copy of the mares papers. A completed contract will be returned to you.

Mare Owner Information:

Breeder: Fritz Leeman Farm

Mare Owner/Agent Signature

Address

City, State, Zip

Phone

Email Address

Signature

Date

Authorized by: _____

Date Received: _____

Booking Fee: \$ _____ Check Paid # _____

Balance Stud Fee: \$ _____ Check Paid # _____

Farm Fee: \$ _____ Check Paid # _____

Date Mailed: _____

Any checks are to be made out to LEEMAN FARMS INC

I hereby authorize Fritz Leeman Farm to charge the following Credit card for expenses not prepaid:

Circle One: VISA MasterCard AMEX DISCOVER

Name as appears on card: _____

Card Number: _____ CCV: _____

Exp Date: _____ Signature: _____

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STALLION SERVICE CONTRACT

This certifies _____ (payer) has engaged one service to the stallion
WILLY BE INVITED stud fee \$ _____ for the Mare _____ Registration
number _____, owned by (mare owners name as on registration) _____
for the 2024 breeding season for the fees as stated below:

If shipping (due before each semen shipment is shipped)

Frozen Semen fee	\$500- Fedex only
Canada:	\$600- FedEx only
Canada Export papers:	\$175

***FROZEN SEMEN-** Please make sure that your veterinarian has access to a liquid nitrogen tank to store your semen!!

Due to limited number of vapor shippers and the time period it takes to charge them, please order the frozen semen prior to when your veterinarian will actually be breeding your mare. A 48hr notice of shipment request is required as Frozen semen is shipped differently than that of cooled semen.

Frozen semen is shipped on a per mare cycle basis, with a maximum of only two breeding doses per shipment allowed

A \$750.00 container deposit is due before every shipment of frozen semen. Any loss or damage to the container will be the responsibility of the Mare Owner. Any compensation for loss or damage will be deducted from the deposit. The deposit may also be held until any balance due for shipping expenses has been paid. **The container must be returned within 5 days of arrival. The cost of returning the container is the responsibility of the Mare Owner.** If not returned within 5 days, Mare Owner will be charged \$75/day late fee until dry shipper returned. The late fee will be deducted from the deposit. Failure to comply with this term will result in forfeit of the container deposit and another deposit would then be required to receive further shipments. The deposit will be refunded to the Mare Owner once the container is returned to Fritz Leeman Farm in the same condition it departed and within the time frame allotted. _____ Mare Owner initials



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Frozen Semen Contract WILLY BE INVITED

This agreement is entered into on the date recorded below by the duly qualified member of Fritz Leeman known as "STALLION OWNER", and the 'MARE OWNER' whose name or signature appears below. All parties agree that they have executed a breeding contract to breed the mare named below to Willy Be Invited. In addition to the duties placed upon all parties to the breeding contract, it is mutually agreed by all parties that good and sufficient consideration exists to execute transported frozen semen agreement for the breeding season mentioned below.

All parties agree that every frozen semen shipment to the MARE OWNER shall be at a cost of **\$500.00 for standard overnight service. Canadian shipments are \$600.00 US and the cost of Export Documents. Use of any frozen semen stored at a facility will be charged at \$300.00 per insemination. Mare owner must notify Breeding Farm prior to any usage of frozen semen.** All fees must be paid in advance of the shipment of semen or use of frozen semen. All major credit cards are accepted. In addition, prior to the first shipment of semen all breeding fees must be paid in full.

1. The MARE OWNER certifies that BREEDING MANAGER is obligated to transport frozen semen to the address of record, which has been provided in writing prior to any shipment by the MARE OWNER. If the MARE OWNER requests more than one shipment, the semen will be shipped to the last known address of record provided by the MARE OWNER to the BREEDING MANAGER.
2. The MARE OWNER certifies that the address of record for the shipment is a suitable facility for the artificial insemination of the mare contracted to be bred. It is imperative that the MARE OWNER'S veterinarian be aware of the mare's current breeding status and that she is, in fact, ready to breed. It is the BREEDING MANAGER's stated preference that all shipments are made to and inseminations performed at established breeding farms. The MARE OWNER certifies that only the mare that is the subject of the breeding contract shall be inseminated by the frozen semen of Willy Be Invited. A contract for frozen semen does not guarantee that semen will be available on the day you submit your request. Mares to be bred to Willy Be Invited in residence at BREEDING MANAGERS will be given priority for semen.
3. **You must give 48-hour notice to Fritz Leeman Farm prior to actual semen shipping. All cancellations must be made by 8pm EST on the day prior to the shipment. Canadian orders must be placed minimum 3 days prior to actual semen shipping in order for export documents to be completed in time.**
4. Every effort will be made to accommodate your mares breeding time frame. However, it is the Mare Owners responsibility to contact Fritz Leeman Farm so that your veterinarian and our Breeding Manager can get your mare in foal on a timely basis.
5. **Shipping containers must be returned to Fritz Leeman Farm within 5 days of receipt of semen shipment. Shipping containers not returned within the above specified time frame are subject to a fee of \$75.00/day until returned to Fritz Leeman Farm.**
6. Fritz Leeman Farm only assumes responsibility to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit. BREEDING MANAGER shall ship semen in an appropriate frozen semen container by an overnight courier. BREEDING MANAGER and STALLION OWNER further certify that the semen when collected will be of such a degree of mobility and motility so as to reasonably be acceptable for breeding.
7. The MARE OWNER agrees to comply with all AQHA, APHA or other breed association requirements concerning the use and handling of Frozen semen. The MARE OWNER shall properly send the appropriate copies of the Collection/Insemination Certificate to their breed association and to the BREEDING MANAGER at the address appearing below. It is the Mare Owners responsibility to inform Fritz Leeman Farm of any and all breeding dates no later than July 1st of the calendar breeding year. Failure to do so will result in mare not appearing on Breeders Report and Mare Owner responsible for any penalty fees
8. All parties to this agreement agree that the obligations of performance by the STALLION OWNER and the BREEDING MANAGER shall be met when the frozen semen shipment is accepted at the address of record as provided by the MARE OWNER. Acceptance shall be defined as the contract expedited parcel delivery carrier actually delivering the shipment container to the address of record and receiving. All parties to this agreement agree that the risk of loss transfers to the MARE OWNER upon acceptance of delivery.
9. The STALLION OWNER and the MARE OWNER shall execute a Breeders Certificate and shall comply with any parentage verification as required by the AQHA, or their respective breed association. This agreement is limited to the 2024 Breeding Season.

Mare Owner _____

Date _____

Mare Name _____

FROZEN SHIPPED SEMEN INFORMATION FORM

Semen orders & cancellations MUST be made by contacting farm at 330.418.8380. You must give 48-hour notice to Fritz Leeman Farm prior to actual semen shipping. All cancellations must be made by 8pm EST on the day prior to the shipment. Canadian orders must be placed minimum 3 days prior to actual semen shipping in order for export documents to be completed in time.

Frozen semen is shipped on a per mare cycle basis, with a maximum of only two breeding doses per shipment allowed

MARE (REGISTERED NAME): _____

MARE OWNER: _____

SEMEN SHIPPING ADDRESS (VIA FEDERAL EXPRESS)

Reproduction Clinic Name: _____

Vet: _____ Phone Number: _____

Shipping Address: _____

Saturday Shipping Address if Fedex Saturday delivery is not available: _____

Please note: A Valid Credit Card MUST be On File To Pay In Full The Stallion Fee, Booking, and Shipping Fees if fees have not been taken care of prior to collection date. We will make 1 attempt to contact the person requesting the semen on date of collection should the card provided be declined.

SEMEN WILL NOT SHIP WITHOUT FULL PAYMENT

Tracking # info for all FedEx shipments will be sent by text or email ONLY- Please provide the text number or email address you want us to send tracking information. (CHOOSE ONE- Typically tracking # goes to your vet. If the mare owner info is provided, mare owner is responsible for communicating tracking # to vet)

Text: _____ Email: _____

- FedEx shipment tracking information will be provided by Breeding Manager once the package is picked up and it will be delivered Priority Overnight unless other arrangements have been made.
- Airline shipment tracking information will be provided once the package is received at United Cargo and on a confirmed flight departing from CLE airport

Please contact Breeding Manager directly should there be any issues with your package arrival or condition of shipment immediately

330.418.8380

leemanfarmstallions@aol.com

This form in its entirety must be filled out and on file in order to ship cooled or frozen semen. Please help us make sure your package is delivered to the appropriate preferred location as expediated as possible. Any shipment changes must be made in writing and provided before shipment request.