



BREEDING CONTRACT

13820 Kimmens Road SW • Massillon, OH 44647 • 330.418.8380 • leemanfarm@aol.com

This contract dated _____ is between ("Mare Owner") _____ and Bevin Zimmerman (Owner), LEEMAN FARM (Breeder). One service to **TAKING A MISTRESS, AQHA/APHA 5886493** (Stallion) for MARE _____ Breed/Reg. # _____ is purchased for the 20____ season. The following conditions of service are mutually agreed between Mare Owner/Agent, named above and Fritz Leeman Farm Inc upon execution of this contract:

- \$500 USD Non-Refundable Booking fee + \$1000 USD Stallion Service = Total Breed Fee \$1500 USD
- Additional Terms: This is a cooled semen 20____ contract for a single mare.
- Discounted breedings available for multiple mares or producing/earning mares. Contact Stallion Manager.

CONTRACT ACCEPTANCE:

1. The contract must be completed in full and returned to Fritz Leeman Farm (Breeding Manager) prior to release of any semen.
2. A minimum of the non-refundable booking fee of \$500 USD is due with submission to bind the contract
3. Copy of mare's registration papers (and lease document if applicable) is required with submission of the contract
4. First shipment is included. Credit card authorization must accompany contract for additional shipments to be released.

IT IS TO BE NOTED:

FRITZ LEEMAN FARM INC BREEDING SEASON AND PREGNANCY REPORTS:

1. The 20____ season for Fritz Leeman Farm Inc will start on the 1st Monday in February and commence on the 2nd Friday in July. Breeding dates and pregnancy status must be reported to Fritz Leeman Farm Inc via the form enclosed with the shipped cooled semen or via the attending veterinarian's letterhead no later than September 30th of the breeding year. Failure to report the breeding results will result in the mare not being listed on the breeding report and a late fee, per breed registry, will apply to add a mare that is in foal.
- Collection Days are MONDAY, WEDNESDAY, FRIDAY. Please request by 12 pm the day prior to collection as this stallion is still in active training and may not always be available.
2. Donated Auction Breedings will have a \$500 Farm fee due with completed contract as well as applicable shipping fees.

EMBRYO TRANSFERS:

1. If an embryo transfer is performed **and** multiple embryos are retrieved, you must notify Fritz Leeman Farm Inc **within 48 hours**. Failure to notify Fritz Leeman Farm Inc within 48 hours will incur a 30% penalty of total breed fee for a second breeders certificate in addition to the total breed fee itself. If multiple embryos survive, a booking fee and a stallion breeding fee will be due and payable prior to September 30th of the breeding year. If the ICSI procedure is being performed, you must request an ICSI contract from Breeding Manager.
2. **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 June 15th thru December 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**



COOLED SHIPPING FEES:

FEDERAL EXPRESS PRIORITY OVERNIGHT: \$350 USD (Not available on Saturday, Sunday, or Holidays)

COUNTER TO COUNTER SAME DAY AIR SERVICE Continental USA only: \$550 USD includes courier service from Cleveland, Ohio airport to closest Major airport that provides Cargo services where mare owner is responsible for picking up.

FEDERAL EXPRESS PRIORITY OVERNIGHT TO CANADA: \$650 USD, includes USDA inspection fees. Mare owner must provide the Import permit prior to semen shipment. (Not available as noted above- Saturdays, Sundays, or Holidays)

COOLED SEMEN PICKUP AT THE FARM OR HAUL IN INSEMINATION: \$200 USD

SHIPPED SEMEN: Cooled or Frozen- **MUST BE PREPAID OR A VALID CREDIT CARD ON FILE**

IN THE CASE OF SHIPPED SEMEN, ALL FEES INCLUDING THE SHIPPING COST ARE DUE BEFORE THE FIRST SHIPMENT OF SEMEN.

- 1. Cooled semen for USA and Canada:** Mare Owner or veterinarian must request semen by 8:00PM Eastern Time, the day PRECEDING collection. Orders must be called in and given to Breeding Manager at 330.418.8380. No orders are accepted via VOICEMAIL, email, text, or Facebook. Our collection days are Monday, Wednesday, and Friday only. Cancellation or confirmation must be made by 8:00am Eastern time collection day. Any late orders will be charged a \$50 late fee if filled. Any late cancellations will be charged as if being shipped. Fritz Leeman Farm personnel must verbally confirm ALL orders. MARE OWNER should check with Federal Express for weekend delivery availability. Shipments will be sent as **"No Signature Required"**. NOTE: No guarantee is made as to availability of semen for shipment on any given day. Mares onsite will receive priority, then transit mares, AND THEN shipped semen mares. Foal heat mares will only receive semen if excess semen is available. Mare owner must provide information on the mares cycle and ovulation, as well as confirmation of pregnancy by ultrasound starting at 14 days post ovulation following thru to 45 days of pregnancy. *Failure to do so will void live foal guarantee*
- 2.** Fritz Leeman Farm Inc is not responsible for the untimely delivery or condition of the cooled-shipped semen, as we have no control of the shipment once it leaves our custody. Should there be a delivery delay of semen via FedEx or air carrier the mare owner will only be entitled to the amount refunded by FedEx or air carrier to Fritz Leeman Farm Inc. Weather delays and mechanical issues are excluded by FedEx and air carriers as consideration for refunds.
- 3. Cooled Shipping containers must be returned to Fritz Leeman Farm Inc within 5 (five) days of receipt of semen shipment. Shipping containers not returned within the above specified time frame are subject to a \$250 fee.**
- 4. There will be a maximum of three (3) cycles included in the breeding fee. Additional shipments after the first 3 cycles will incur a \$150 cycle fee.**
- 5. Frozen Semen:** Frozen semen will be released from the appropriate storage/shipping facility after the contract is paid in full. The mare owner is responsible for contacting the facility and paying all shipping fees, taxes, and/or import fees directly to that shipping facility. Currently frozen semen is stored in the US (Massillon, OH), Germany, and Australia. Fritz Leeman Farm Inc is not responsible for the untimely delivery or condition of the frozen-shipped semen, as we have no control of the shipment once it leaves our custody. Should there be a delivery delay or issue you must contact the shipping facility. A contract includes two (2) doses (16 straws) of frozen semen. If needed two additional doses can be purchased for the contracted season for \$350 per dose. Left over semen belongs to the Stallion Owner and not the contract purchaser/mare owner. A contract must be in place to use frozen semen.

LIVE FOAL GUARANTEE

- 1.** The confirmation of Pregnancy form must be received and on file and is a requirement for a "Live Foal Guarantee". A live foal is described as 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 immediate subsequent breeding season only, 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 (7 days) of the nonviable foal being born.

REBREED OPTIONS:

1. If the mare miscarries, proves barren after being checked in foal, or fails to conceive during the normal breeding season, Breeding Manager agrees to breed said mare again during **the following year's breeding season only**. There will be a charge of \$500 for "re-breed" service expenses plus \$250 per frozen dose if applicable. A contract is only valid for the initial contract year and the following year for rebreed purposes. Does not apply to a rebreed contract.

MARE SUBSTITUTIONS:

1. Semen shipments are for the mare named in this agreement only. At the discretion of Fritz Leeman Farm Inc, a substitute mare may be allowed if the original mare is deemed unfit for breeding. The mare owner must request a substitution form and submit for approval before semen will be shipped for breeding the substitute mare. The substitute mare must be owned or leased by contract owner. There is a \$125 USD administrative charge to substitute a mare as long as Fritz Leeman Farm Inc has approved the substitution prior to her being bred. If a substitute mare is bred without approval and payment of administration fee in advance there will be a \$500 fee to amend the named mare on contract.

MARE OWNER RESPONSIBILITIES:

1. Mare owner is responsible for obtaining proper care and maintenance of their mare under the direction of a qualified Veterinarian with Equine Reproduction expertise with the shared goal of producing a live, healthy foal
2. Mare owner is responsible for completing and sending to AQHA, APHA, or any other applicable breed organization any paperwork they require related to use of transported semen. Mare owner is responsible for blood typing or DNA testing their mare per AQHA rule 209 or APHA rule RG-165
3. Embryo enrollment and frozen embryo forms for the mare are the responsibility of the mare owner
4. FAILURE TO NOTIFY FRITZ LEEMAN FARM INC OF YOUR MARES PREGNANCY STATUS BY SEPTEMBER 30TH FOR UNITED STATES OR OCTOBER 15TH FOR EUROPE, COULD RESULT IN HER BEING LEFT OFF OF THE BREEDERS REPORT. FEES FOR FILING A LATE OR AMEND REPORT WOULD HAVE TO BE PAID PRIOR TO THE CORRECTION BEING MADE WITH THE APPROPRIATE ASSOCIATION AND A BREEDERS CERTIFICATE ISSUED.

BREEDERS CERTIFICATE:

1. **This contract is only valid for one (1) breeders certificate.** Multiple embryos will require separate contracts and fees. A "breeders certificate" must be requested and will be issued and/or released online for the live foal conceived by the mating when stallion fees and all other expenses have been paid in full. All other expenses include any fees resulting from onsite services provided by Fritz Leeman Farm Inc and the attending Veterinarian. Mare Owner must notify Breeding Manager that a live foal has been produced.

Note: Any unpaid bills owed by the mare owner to either Fritz Leeman Farm Inc or the attending farm veterinarian will result in a hold of the mare's name on the appropriate stallion breeding report. The mare owner shall be responsible for reasonable attorney fees and court costs, if necessary, to collect fees due. Unpaid accounts may be subject to a finance charge of 1.5% per month on the unpaid balance, from the date incurred. In 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.



FUTURITY OR DONATED SERVICE: Any donated, gifted, or retained breeding is subject up to a \$500 farm fee

LIABILITIES:

1. Neither the Breeding Manager nor any person associated with Fritz Leeman Farm Inc shall be liable for the death, sickness, and/or accident to the mare and/or foal; similarly, neither the mare owner nor any person associated with the mare shall be liable for the death, sickness, and/or accident to the stallion.
2. Should the stallion die, and as it would relate to programs such as the NSBA, PREMIER SIREs, SUPER SIREs, it is to be noted that the stallion is paid up for the foals of his last breeding season only. The stallion owner is not obligated to continue eligibility payments for such programs. The future foal owners can, if they wish, continue the eligibility payments without expectation of any reimbursement from the Stallion Owner.
3. The parties further agree that should the Stallion die or become unfit for service for any reason or if the Mare should die or become unfit to breed, then this contract shall become null and void and both parties are relieved of any further obligation hereunder. Likewise, any monies heretofore paid by Mare Owner toward the Stallion fee, with the exception of the **non-refundable booking fee**, shall be refunded to Mare Owner. However, Mare Owner shall pay for all expenses actually incurred.
4. This contract shall be binding upon the parties hereto, upon execution hereof and the same may not be altered or amended, except by written mutual consent of the parties hereto.

NO REPRESENTATION AS TO STALLION POTENTIAL- Manager makes no representations or warranties as to the potential of Stallion to achieve or maintain success as a producer of quality offspring

GENETICS- TAKING A MISTRESS is N/N for HYPP, HERDA, GBED, PSSM, IMM, MH

Mediation and Arbitration:

1. 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.



PLEASE NOTE ALL ANCILLARY FEES ARE SUBJECT TO CHANGE

By signing below, I attest I have read the contract and agree to the terms

Contract Purchaser/Owner

Signature

Address

Telephone

Email

**ANY CHECKS ARE TO BE MADE OUT TO LEEMAN FARMS INC
AND
CREDIT CARD AUTHORIZATION FORM MUST BE ON FILE**

FLF ONLY

Book Fee \$500 plus Stallion fee \$ _____

Paid \$ _____ Balance Due \$ _____

Check# _____ CC _____

Accepted by FLF: _____

Date: _____