

Equine Stallion Services

4900 NW 120th Street · Reddick, FL 32686

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Murka's Gem 2020 Frozen Semen Breeding Contract

This agreement confirms the nomination to the stallion Murka's Gem (hereinafter referred to as the "Stallion") for the 2020 breeding season by the owner or lessee of the mare whose signature appears below (hereinafter referred to as the "Owner"). Owner hereby agrees to breed the mare _____ with the registration No. _____, registered in the following stud book _____, (referred to as the "Mare"). Breeding will be done by using the frozen semen supplied by Stallion AI Services (hereinafter referred to as "SAIS") through the North American Agent, Equine Stallion Services.

SAIS recommend Deep Uterine Insemination with frozen semen.

Terms and Conditions:

Stud Fee: US\$1100 with 24h LFG

- 1 dose of frozen semen to be made up of 6 straws and doses must not be split
- The stud fee does not include semen distribution costs
- All doses purchased under this contract **must** be used on the Mare nominated above.
- Doses being purchased for use in Embryo Transfer or any other advanced breeding programme are entitled to up to one pregnancy **only** per dose. If multiple pregnancies are achieved from the same flush or procedure, the full breeding fee of US\$1100 will be charged for each additional pregnancy on confirmation of a heartbeat.
- ICSI is not permitted under the terms of this contract, but may be permitted upon request under different terms (please contact SAIS/Equine Stallion Services for more information).
- The Owner understands that this is a non-refundable, non-transferable stud fee and that no refund will be given under any circumstances.
- The transfer or re-sale of the straws covered by this agreement is not permitted.

Shipping and Handling:

- All distribution costs for the semen shall be the responsibility of the Mare Owner. Frozen semen will only be shipped by Equine Stallion Services upon receipt of payment.
- Equine Stallion Services/Equine Medical Center of Ocala (storage facility) shall ship frozen semen from the stallion in viable condition when it leaves the storage facility. Cryogenetics Ltd, SAIS, Equine Stallion Services, and the Equine Medical Center of Ocala hold no responsibility for shipping errors, misrouting, or mistreatment of the dry shipper by the shipping company, which might result in damages to the frozen semen.
- Cryogenetics Ltd, SAIS, Equine Stallion Services, and the Equine Medical Center of Ocala assume no responsibility for any loss or damage to the mare. The Owner shall assume all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare whether by death, disease, injury, infection, or otherwise.
- Empty straws must be returned to Equine Stallion Services.

Please complete the below in BLOCK CAPITALS

Mare owner/lessee

agrees to take a nomination to **Murka's Gem** at a stud fee of US\$1100 with 24h LFG

Address.....

.....

Postcode..... Email

Tel No. Mobile

Registered Name of Mare.....

Stud Book Reg. No.....

Year of birth Breed.....

Height..... Colour.....

Sire..... Reg. No.

Dam..... Reg. No.

Is the mare in foal, foal at foot, barren or maiden?

Approximate date of insemination

Total number of breedings requested: Total stud fee to pay \$.....

Signature..... Date.....

SCHEDULE A

The Service. You will receive one dose of frozen semen per mare cycle. A dose is defined as the amount of semen required (by microscopic analysis at the time of collection) to get a mare in foal.

Ownership, Storage, and Use of Insemination Doses. At all times prior to insemination, the insemination doses shall remain the property of the SAIS. At all times after delivery and prior to insemination, the insemination doses must be stored under the supervision of the Veterinarian. All inseminations must be carried out by the Veterinarian, and may only be used to inseminate the Mare specified in this contract. The Purchaser is responsible for and will indemnify the Stallion Owner and Equine Stallion Services against all costs (including any costs of the Veterinarian) associated with the storage and use of the insemination doses.

Pregnancy Diagnosis. We recommend that all mares be examined by a veterinarian between 14 and 16 days after ovulation to determine pregnancy and spot possible twinning. Mares should then be checked again at 28-30 days to confirm a heartbeat. A final check should be made again at or before 60 days after ovulation to confirm the pregnancy. Please notify Equine Stallion Services of the results of each pregnancy examination.

The Contract. The Mare shall have the right of return of service to the Stallion only under the following circumstances:

1. If the Mare does not settle during the Present Breeding Season, she is eligible for return of service to the Stallion if the Purchaser submits a veterinarian's certificate to that effect.
2. If the Mare is examined in foal but aborts or reabsorbs the pregnancy during gestation, she is eligible for return if Equine Stallion Services receives a veterinary certificate of barrenness.
3. If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, a veterinary certificate must be provided to Equine Stallion Services.

In **ALL** cases, the required veterinary certificate will confirm that the Mare had been immunized for equine rhinopneumonitis (equine herpes type 1) during pregnancy and the date of such vaccinations.

Refunds. The stud fee will be returned only in the event that the stallion becomes unavailable before ANY insemination doses have been shipped to the Purchaser. Stud fees will not be returned if the mare fails to become pregnant.

Shipping

Frozen semen will only be shipped via FedEx Priority Overnight. Semen can be shipped out Monday through Thursday. Friday shipments will only be possible if you live in an area where FedEx offers Saturday delivery service. Please call Christine at 352-266-4669 to get your tracking number. Please **DO NOT** email urgent shipment requests, as we cannot guarantee that we will receive the email. Semen will be shipped from the storage facility, the Equine Medical Center of Ocala (address: 7107 W. Hwy. 326, Ocala, FL 34482).

To return the container, use the FedEx Air Bill enclosed in your shipment. If you do not return the shipping container within 7 days, an additional fee of \$10 per day will be charged. If the container has not been returned within 28 days, \$900 will be charged to the card on file.

Please note that there will be two charges to the card on file. First will be for the semen and container rental (can alternatively be paid by check). The second charge will be to reimburse ESS for the FedEx shipping charges.

Shipping Payment Information

Veterinarian Name: _____

Veterinarian Address: _____

Veterinarian Phone Number: _____

FedEx Delivery Address (if different from Vet Address): _____

When do you want the first dose of semen shipped? _____ If you state that you want the semen ASAP, we will ship it as soon as we have a vapor shipper available. Please try to order in advance, as same day or next day shipping may not be possible.

Semen Payment Information

Container Rental/Handling Fee: \$ 140 (per shipment)

Cost of Semen Purchased: \$ _____

Total Due: \$ _____ (total due either by check or credit card)

Your payment(s) can be by check, credit card, or any combination thereof. The credit card system **requires** the 3- or 4-digit security code (AMEX) and billing address. Alternatively, you can pay via PayPal to emcostallionservices@yahoo.com (PayPal invoice can be sent), although you still need to provide a credit card for the shipping charges. **Please note there is a 3.4% fee for credit card payments and 3% fee for PayPal payments.**

Credit Card: _____ Visa _____ Mastercard _____ American Express Billing Zip Code: _____

Name on Credit Card: _____ Security Code: _____

Card Number: _____ Exp. Date: ____/____

Signature: _____