

BIG STAR

2018 Frozen Semen Breeding Contract

This agreement confirms the nomination to the stallion BIG STAR (hereinafter referred to as the "Stallion") for the 2018 breeding season by the owner of lessee of the mare whose signature appears below (hereinafter referred to as the "Owner"). Owner hereby agrees to breed the mare _____ with the registration number _____, registered in the following stud book _____ (hereinafter referred to as the "Mare"). Breeding will be done using frozen semen supplied by Equine Stallion Services.

The optimal insemination dose for this semen, as determined at the time of freezing, is three straws per cycle via deep horn insemination.

Terms and Conditions:

1. Stud Fee: \$1200 per straw of frozen semen (please note that only one pregnancy can be achieved from each straw)

- The stud fee does not include semen distribution costs.
- All straws purchased under this contract must be used on the mare nominated above.
- Straws being purchased for use in Embryo Transfer or any other advanced breeding program are entitled to up to one pregnancy only per straw. If multiple pregnancies are achieved from the same flush or procedure, the full breeding fee of \$3600 will be charged for each additional pregnancy on confirmation of a heartbeat.
- ICSI is not permitted under the terms of this contract, but is available under a different contract (please contact 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. If you intend to re-sell straws, please be aware that this must be arranged in advance and that complete Breeding Contracts are required for every mare inseminated. Covering certificates will not be issued without a completed Breeding Contract.

2. Purchaser agrees to pay the following distribution costs:

- All Stud Fees must be paid in full before any semen will be shipped. Payment must be made to the Stud's North American Agent, Equine Stallion Services.
- A refundable deposit of \$900 (check or credit card hold) is required to cover the shipping container in the event it is damaged or lost in shipping.
- All shipping fees from the Equine Medical Center of Ocala (EMCO; where the semen is stored) to your veterinarian, including required insurance of at least \$900 to cover the container and optional insurance through Fed Ex for the semen while it is in transit to your veterinarian. **Under no circumstances will Equine**

Stallion Services, EMCO, or the Stallion Owner be responsible for semen damaged or lost in shipment or while it is in your veterinarian's possession. In the event that the semen is lost or damaged, you will have lost that dose of semen.

- A Handling Fee of \$140.00 for each shipment, to Equine Stallion Services, which covers container rental for 7 days; liquid nitrogen; and consultations between yourself, your veterinarian, and Equine Stallion Services.

3. Owner Information:

Name: _____

Address: _____

Telephone: Day _____ Eve _____ Cell _____

Email: _____ Fax _____

4. Veterinarian:

Name: _____

Address: _____

Telephone: _____ Fax: _____

5. Warranty. Neither the Stallion Owner, nor its agent, Equine Stallion Services, are responsible for lost, delayed, or damaged semen and make no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. The Purchaser understands and agrees that Equine Stallion Services makes no guarantees as to the fertilizing capacity of any semen provided under the terms of this contract.

6. Purchaser agrees to hold harmless Equine Stallion Services, the Equine Medical Center of Ocala (as storage facility), and the Stallion Owners for any injury or illness to mares in association with the insemination of frozen semen provided by Equine Stallion Services.

7. Governing Law. This contract is governed in all respects by the law of England and the Purchaser hereby submits to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract and agree to all stipulations in Schedule A (attached) as of the date shown below.

PURCHASER

Print Name: _____

Signature: _____

Date: _____

STALLION OWNER/AGENT

Print Name: Christine Miller, Agent

Signature: _____

Date: _____

Customer Information

Please complete BLOCK CAPITALS

Mare owner/lessee _____

Company: _____

Address: _____

Telephone: _____

Email: _____

MARE INFORMATION

Registered Name: _____

Registration Number/Stud Book: _____

Date of Birth: _____

Height: _____

Color: _____

Sire: _____ Reg. No.: _____

Dam: _____ Reg. No.: _____

Preferred Studbook for Covering Certificate (AES, KWPN, Selle Francais, Oldenburg, BWP, Holstein):

SCHEDULE A

The semen must be thawed and inseminated by a licensed Veterinarian familiar with the concept and practical use of frozen equine semen. Please be aware that any attempt to use frozen semen outside the controlled situation of a qualified facility can greatly reduce, or even prevent, the chances of conception. Equine Stallion Services will provide detailed thawing and usage instructions with each dose of frozen semen. A “dose” of frozen semen will vary by stallion, but for practical purposes it will be defined as a **SINGLE** insemination unit that includes a minimum of 300 million progressively motile sperm that, when properly thawed, will have a post-thaw progressive motility of at least 30%. All of the stallions represented by Equine Stallion Services were quarantined and the semen was frozen according to the U.S. Import Guidelines, including all required medical testing. A complete insemination dose of semen for BIG STAR is THREE 0.5-mL straws. Pregnancies have been achieved via low-dose insemination, where less than three straws were utilized. It is the responsibility of the mare owner to speak with their veterinarian to determine if their veterinarian is comfortable performing low-dose inseminations and if the mare is a good candidate.

Breeding certificates will be issued bred upon receipt of written notification detailing dates of insemination and pregnancy examinations, as well as complete, detailed information about the mare (e.g., pedigree, registration details, owner). Please note that you may have ONE FOAL per stud fee paid. Please contact Christine if you are planning on doing an embryo transfer BEFORE you do it.

There is no live foal guarantee. There is **no refund of stud fees** if the mare fails to conceive and/or produce a live foal.

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 emergency shipment requests, as we cannot guarantee that we will receive the email in time. 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, put an address label on the outside of the container and ship it back to the Equine Medical Center of Ocala via FedEx. Insure the container for \$900; this will protect you in the event the container is damaged en route. 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 14 days, the container deposit will be forfeited.

NOTICE: Please note that a FedEx number is required for the semen shipment. This policy was adopted because of the dramatic increase in declined credit card payments for FedEx shipments. When a credit card is declined by FedEx, the shipment is automatically billed to either Equine Stallion Services or the storage facility, EMCO. This means that the funds have to be tracked down, which incurs additional costs. Please call 1-800-GO-FEDEX to establish an account. NO EXCEPTIONS!

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.

Shipping Payment Information

Veterinarian Name: _____

Veterinarian Address: _____

Veterinarian Phone Number: _____

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

FedEx Account Number: _____ **REQUIRED (see Schedule A)**

Please note that all shipments will be insured with FedEx for \$900 to cover the replacement cost of the shipper.

FedEx will only insure the shipment for \$1000. Please indicate if you want the full \$1000 coverage to at least help cover the value of the semen in the event the shipment is lost or damaged. Yes/No (circle one)

When do you want the first dose of semen shipped (please allow at least 36–48 hours)? _____ If you state that you want the semen ASAP, we will ship it as soon as we have a vapor shipper available.

Semen Payment Information

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

Cost of Semen Purchased: \$ _____

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

Deposit for Shipping Container: \$ 900 (either check or credit card authorization - refundable)

Your payment(s) can be by check, credit card, or any combination thereof. Please make all checks payable to Equine Stallion Services. 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, although you still need to provide a method of payment for the \$900 security deposit. Please note that if you do not specify otherwise, the \$900 security deposit will be placed on the card provided here (separate authorization to “hold” that amount on the credit card). Semen will not be shipped without a security deposit for the vapor shipper! **Please note there is a 1.5% fee for credit card payments.**

Credit Card: _____ Visa (billing zip code _____) _____ Mastercard _____ American Express

Name on Credit Card: _____ Security Code: _____

Card Number: _____ Expiration Date: _____

Signature: _____ Date: _____