



Equine Breeding Agreement

THIS AGREEMENT, dated the _____ day of _____, 2020 is made between Zaragoza Acres LLC hereinafter called "SUPPLIER"; and the mare's owner hereinafter called "BREEDER".

WHEREAS, BREEDER owns/leases the below described mare and/or donor mare(s), and desires SUPPLIER to provide the below described stallion for the purposes set forth herein; and

WHEREAS, the parties desire to agree as follows:

1. PURPOSE.

BREEDER shall have no right, title, or interest in SUPPLIER's stallion except for the breeding rights expressly set forth in this agreement. All breeding under this Agreement is to be by artificial insemination with fresh cooled semen and no live foal guarantee. If said stallion becomes unavailable for breeding by fresh cooled semen due to illness, injury, infertility, death, sale, competition, or for any other reason prior to shipment, SUPPLIER shall notify BREEDER and BREEDER must elect within 48-hours of said notification to receive refund of the stud fee. If BREEDER fails to elect in writing to SUPPLIER within 48-hours of said notification, this Agreement is null and void, and BREEDER forfeits the stud fee paid to SUPPLIER.

2. STALLION.

Registered Name: Faramund

Registration Number: DE431310467510

Breed: Hanoverian, Approved Westfalen NA

Date of Birth: 16 May 2010

Color: Dark Brown

Note: Negative WFFS N/N, EVA Negative

3. MARE.

Registered Name: _____ Barn Name: _____

Registration Number: _____

Breed: _____ Date of Birth: _____ Color: _____ Height: _____

Registries Mare Is Approved For Breeding With: _____

Preferred Registry for Your Foal: _____

Breeding History (e.g., foals produced, year's bred, health concerns, etc.): _____

Has your mare been tested for Warmblood Fragile Foal Syndrome (WFFS)? YES NO

If Yes, WFFS Results: _____

Will This Be Embryo Transfer Breeding? YES NO

If Yes, List Donor Mare Name(s): _____

4. STUD FEE.

A stud fee in the sum of US\$750.00 is due and payable from BREEDER to SUPPLIER upon the execution of this Agreement. Upon payment of said fees, BREEDER is entitled to shipment of semen during the 2020 breeding season. Upon shipment of semen to BREEDER, there will be no refund of the stud fee under any circumstances. Should the mare and/or donor mare(s) fail to produce a live foal during said breeding season and need to be re-bred the following season, a new stud fee in the sum of US\$750.00 must be paid by BREEDER to SUPPLIER before collection and shipment of semen. In the case of embryo transfer, an additional 50% of the stud fee under this Agreement shall be due and payable from BREEDER to SUPPLIER for each additional live foal resulting from the transfer of multiple embryos from the same breeding.

5. EMBRYO TRANSFER.

BREEDER must notify SUPPLIER at the execution of this Agreement if BREEDER intends to use embryo transfer as a means of producing a live foal. It is the responsibility of BREEDER to arrange for the donor mare(s) and BREEDER bears all costs, responsibilities, and risks associated with embryo transfer. In the case that multiple embryos are recovered from the mare, the additional embryos may be transferred to the donor mares listed under this Agreement at BREEDER's discretion. BREEDER must notify SUPPLIER of any additional pregnancies no later than 18 days post-implantation.

Permission to transfer multiple embryos from one breeding of the mare does not in any way imply the right to breed any mare other than the identified donor mare(s) with semen shipped pursuant to this Agreement, or to re-breed the donor mare(s) with semen shipped pursuant to this Agreement while there is at least one viable pregnancy or if a live foal has been produced. If BREEDER wants to re-breed the mare to achieve additional pregnancies while there is a successful surrogate pregnancy using a donor mare in progress, a new Equine Breeding Agreement must be executed between SUPPLIER and BREEDER.

6. COLLECTION AND SHIPMENT FEES AND PROVIDER.

BREEDER shall be responsible for all semen collection and shipment fees. Stallion's semen will be collected and shipped to BREEDER by Equine Reproduction Concepts, hereinafter called "ERC", at 111 Hackleys Mill Road, Amisville, Virginia 20106. BREEDER must open an account with ERC and then BREEDER must notify SUPPLIER once account has been created with ERC in order to proceed with scheduling the collection and shipment of semen. If BREEDER fails to create an account with ERC during said breeding season under this Agreement, BREEDER forfeits the stud fee paid to SUPPLIER.

7. COLLECTION SCHEDULE.

Collection is available on Monday, Wednesday, and Friday. BREEDER must notify SUPPLIER, and then SUPPLIER must confirm, requests for semen no later than 4:00 p.m. Eastern Time on the day preceding collection. All requests for semen must be made via telephone. SUPPLIER will attempt to accommodate modifications to this schedule whenever possible, but any such modification cannot be guaranteed.

8. SEMEN.

Fresh cooled semen may not be frozen for future use or used to breed any mare other than the mare or donor mare(s) identified under this Agreement.

9. BREEDING CERTIFICATE.

SUPPLIER will issue to BREEDER the breeding certificate after all fees have been paid to SUPPLIER for each live foal born.

10. TERM AND TERMINATION OF AGREEMENT.

This Agreement shall continue until both parties have met their obligations hereunder. The dates of said breeding season for SUPPLIER to provide fresh cooled semen to BREEDER under this Agreement begins April 15, 2020 and ends May 29, 2020.

11. RIGHT OF RETURN.

This Agreement does not guarantee return privileges for the mare during said breeding season. Should the mare not produce a live foal, the mare's owner shall not be entitled to return breeding privileges following the initial breeding season.

12. ASSUMPTION OF RISK AND INDEMNIFICATION.

BREEDER assumes the risk of missed breeding opportunities due to problems with timing of the mare’s ovulation or fertility as well as the shipping or handling of semen after it leaves ERC. BREEDER assumes all responsibility for the care, custody, control, and condition of the mare and/or donor mare(s) throughout the breeding, pregnancy, foaling and suckling period, including all veterinary and any other costs associated with breeding, and assumes all risk of loss or damage to the mare and/or donor mare(s) and any resulting foal(s) whether by death, disease, injury, infection or otherwise. BREEDER acknowledges that breeding creates heightened physical risk to the mare and/or donor mare(s) and agrees to waive any claims against, indemnify, release and hold harmless SUPPLIER, their directors, agents, employees and assigns, from any and all claims, demands, damages, actions, suits, legal fees, obligations, or liabilities of any kind.

13. SEVERABILITY.

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

14. GOVERNING LAW.

This Agreement is subject to the laws of the Commonwealth of Virginia. Any legal action must be taken in Culpeper County, Virginia.

15. ENTIRE AGREEMENT.

This constitutes the entire Agreement between the parties. Any modification to this Agreement must be in writing and signed by all parties. No oral modifications will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

Executed this _____ day of _____, 2020.

"SUPPLIER"

"BREEDER"

Signature

Signature

Hannah Salazar, Zaragoza Acres LLC

Print Name

Print Name

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Address

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