

Dream Gait Friesians LLC Breeding Contract for

Bizkit ~ Baroque Pinto Stallion, 2017

884 Herr Road ~ Fairborn, Ohio 45324

(937) 231-6912 ~ Owner ~ Gwendolyn Schmidt ~ (937) 754-0443 fax

(937) 266-9259 ~ Manager ~ Terry Tatman

This agreement is entered into as of _____, 20_____
between

Gwendolyn Schmidt (Stallion Owner) and _____,
herein referred to as Mare Owner. **Mare Owner and Stallion Owner agree to the following:** Dream Gait's Breeding Season runs from February 15 through July.

It is understood that shipped semen is to be used **only for the mare specified in this contract**. If the stallion should die or become unfit for breeding, the Stallion Owner will return the unused portion of fees paid to Stallion Owner. Collections are completed by client orders. In order for semen to be collected and shipped for timely arrival, **semen must be ordered the day before the intended insemination and before 10:00 AM ET**. (Please allow for the possibility, of no Saturday delivery, available in your area when placing semen order.) Shipments are typically Monday through Friday. Given the sometimes unpredictable nature of the equine estrous cycle, the Stallion Owner will attempt to accommodate the Mare Owner when possible and within reason. Mare Owner understands that each shipment will contain at least one dose of semen (more, if collection permits). Shipping priority will be given in the order the contracts were received. Mare Owner is therefore encouraged to return this contract promptly with payment in full. The Mare Owner will be responsible for all costs involved in collection, processing, packaging, shipping and stallion fees once an order has been placed. Orders cancelled after the stallion has been collected will be billed. Stallion Owner reserves the right to refuse breeding service to any Mare Owner. The 2015 Breeding Fee for Bizkit is \$1000. Fees for collection and processing are \$250.00 per collection. Semen will be shipped via FedEx. Mare Owner will be invoiced for the cost of shipment (Shipment varies upon location) Stallion Owner assumes no responsibility for the loss of semen or semen viability caused by the carrier (Fed Ex). All fees are due upon signing this contract and **must be paid in full before the semen will be shipped**. In consideration of the mutual promises contained herein, the parties agree as follows: The mare agreed upon will be artificially inseminated. (We do not offer live cover). Semen will only be shipped to the Mare Owner and/or their licensed veterinarian. This contract is non-transferable. There shall be no right of return breeding privilege if the mare is sold or otherwise changes ownership. The mare shall be of healthy and sound breeding condition. If the mare fails to settle in foal after two cycles, Stallion Owner reserves the right to require Mare Owner to obtain a current reproductive exam/uterine culture and cytology prior to any further shipments. **This contract contains a "live foal guarantee."** If Mare Owner does not receive a live foal

that stands up and suckles the mare, Mare owner will receive a return breeding privilege for the following season provided the Mare Owner notifies the Stallion Owner within 15 days of loss and sends Stallion Owner confirmation of death and cause of death signed by licensed Veterinarian.

If payment in full of any outstanding fees is not received before Dec 1st in the current breeding season, this live foal guarantee will be void. The return breeding privilege includes the stallion fee only. It does NOT include collection or shipping fees. Return service privileges for the "Live Foal Guarantee" must be used in the breeding season subsequent to the date of this contract. If mare specified in this Contract does not settle, or a "Live Foal" is not obtained, or the mare dies or cannot be used for breeding in the following year after the date of this contract, another mare may be substituted, subject to our acceptance of the mare. Mare Owner shall not be entitled to a refund of the fees paid hereunder except if the stallion should die or become unfit for service prior to serving the mare in the present breeding season. Mare Owner should have the mare checked for pregnancy at approximately 16 days after ovulation. It is agreed that mares bred shall be checked for pregnancy by a licensed veterinarian approximately 45 days after insemination. Failure to accurately report the status of the mare in question in a prompt manner could render the "Live Foal Guarantee" null and void. The Mare Owner shall assume all responsibilities for the condition of the mare and shall bear all risk of loss or damage to the mare including but not limited to, death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination. The Mare Owner therefore holds harmless Dream Gait Friesians LLC, its assigns, owners, employees, agents, and officers from any liability for any and all damages associated therewith. The Mare Owner hereby agrees to pay all expenses and fees incurred by Dream Gait Friesians LLC in defending any claims for which the mare owner has agreed to release, discharge, indemnify and hold harmless Stallion Owner, its assigns, owner, employees, agents, officers. This Agreement and any dispute arising from the relationship between the parties to this agreement shall be governed by the laws of the State of Ohio. Any dispute that arises under or related to this agreement (whether contract, tort or both) shall be resolved in the Superior Court for the County of Greene, City of Fairborn, Township of Bath, State of Ohio.

To finalize this agreement, return the signed agreement via fax or mail with a copy of the Mare's Registration Certificate, and the applicable fees (payable by Cash, Cashier's Check, or Money Order, payable to: Dream Gait Friesians. Personal Checks will be accepted if paid at least 2 weeks before semen request. Wiring information can be provided upon request).

2017 Breeding Contract

\$1000 Breeding Fee

\$250 per collection and processing Fee Total

\$1250.00 due before collection

+shipping fees to be invoiced to Mare Owner after shipment

Dream Gait Friesians LLC
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This contract applies to breeding the following mare:

Mare: _____ Breed: _____

Registration #: _____ microchip

#: _____

Mare's Veterinarian: _____ Vet's Phone: _____

Veterinarian's Address: _____

Shipping to (Name): _____

Shipping Address: _____

Is this the Vet or the Owner's Address?: _____ Yes _____ No

Saturday Delivery?: _____ Yes _____ No

I have read the Dream Gait Friesians LLC Breeding Contract for Bizkit, Baroque Pinto Stallion, and I am in full agreement with it.

Signature of Mare Owner: _____ Date: _____

Printed Name of Mare Owner: _____

Address of Mare Owner: _____

Work Phone: _____ Cell Phone: _____

E-mail address:

Gwendolyn Schmidt ~

Dream Gait Friesians LLC ~ Stallion, Bizkit, Owner

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