

Breeding Contract for Frozen Semen

Mare Owner

Name: _____

Address: _____

Telephone: _____

Email address: _____

Description of Mare

Name: _____

Age: _____ Breed: _____ Registration: _____

Sire: _____ Dam: _____ Dam Sire: _____

1. Purpose

This "Agreement" defines the terms and conditions under which the Mare Owner agrees to purchase and Stepping Stone Farm (through Equine Reproduction Laboratory) agrees to deliver frozen semen for Landonn I, a registered Holsteiner, for the purpose of breeding the Mare described above. Equine Reproduction Laboratory will not make any shipments of semen without Stepping Stone Farm's prior written authorization. In no event shall the Mare Owner be permitted to substitute another mare for breeding without prior written consent from Stepping Stone Farm, which shall be provided at the sole discretion of Stepping Stone Farm. Substitution of another mare without prior written approval constitutes breach of contract under Virginia law.

2. Mare owner agrees to pay Stepping Stone Farm the following fees:

- a. Non-refundable booking fee of \$150, payable with completion of this Agreement.
- b. Service Fee of \$850 (balance of \$1000 stud fee) payable prior to shipment of semen.
- c. Refundable deposit of \$1250 on the Frozen Semen Dry Shipper, refunded upon return of the container per Section 5. of this Agreement.

All fees are to be paid in advance before any semen is shipped. Any insufficient funds will result in this Agreement being null and void.

3. Conditions with respect to the mare and the handling of semen:

- a. Prior to Stepping Stone Farm authorizing Equine Reproduction Laboratory to ship the semen, the Mare Owner must provide a "current" (not more than thirty (30) days old) veterinary certificate from a licensed veterinarian certifying the Mare is in good physical and sound breeding condition and free of infection and a negative intrauterine culture and cytology. Veterinarian's certificate must be forwarded to Stepping Stone Farm.

- b. A licensed veterinarian must inseminate the Mare with the semen at the time of breeding. The veterinarian must sign the "Frozen Semen Insemination Certificate" (forwarded with fully executed contract) within 10 days of the insemination. The Mare Owner is responsible for returning the Certificate to Stepping Stone Farm.
- c. Mare Owner agrees to keep the Mare in good physical condition throughout the pregnancy. Specifically, the Mare Owner agrees to have the Mare examined and receive services and tests by a licensed veterinarian and to promptly submit written documentation of the following to Stepping Stone Farm.
 - (i) Regular deworming throughout the pregnancy with FDA approved products for pregnant mares;
 - (ii) Vaccination with FDA approved products for pregnant mares for "equine rhinopneumonitis" (equine herpes virus type 1) at the third, fifth, seventh and ninth month of pregnancy; and
 - (iii) The following tests at the stated number of days following insemination:
 - Confirmation of pregnancy by early ultrasound between fourteen (14) and eighteen (18) days;
 - Confirmation of a single embryo by ultrasound between thirty (30) and thirty-five (35) days; and
 - Routine palpation or ultrasound between fifty (50) and sixty (60) days.

4. Credit Card Services

Mare Owner may pay fees with a credit card, which will be charged to the card on an as-occurs basis. A photo-copy of the credit card (front and back), with signature showing, must be provided. The card must be in the Mare Owner's name. To avoid delays in shipments, the Mare Owner is responsible for keeping a current and valid credit card number on file with Stepping Stone Farm.

5. Frozen Semen Dry Shipper Container

As per 2.c. above, the deposit of \$1250 for the Frozen Semen Dry Shipper container is due prior to semen shipment. Mare Owner is responsible for shipping the Frozen Semen Dry Shipper container back to Equine Reproduction Laboratory. The deposit will be promptly refunded upon return of the undamaged container. Shipping costs and any loss or damage to the container is the responsibility of the Mare Owner. The container must be returned within four (4) business days of arrival to Mare Owner's shipping location.

6. Shipping

Unless otherwise specified, Federal Express or UPS overnight express morning delivery will be used for Mare Owner's semen shipment. In the situation where the Mare Owner lives in a location where Federal Express or UPS does not make on-location deliveries via this service, Mare Owner is responsible for locating the nearest Federal Express or UPS hold location and providing this shipping information to Stepping Stone Farm. This condition also applies if the Mare Owner requires a Federal Express Saturday Delivery. The Saturday Delivery option needs to be approved by Stepping Stone Farm. Mare owner concedes that Stepping Stone Farm will not be held responsible for shipments lost, delayed or damaged due to shipping mishaps.

7. Mare Passport/Breeding Certificate

Upon reconciliation of the Mare Owner's account and return of the completed Mare Breeding Passport, a Breeding Certificate will be issued.

8. Term and Termination

The Term of this Agreement shall commence on receipt of the non-refundable booking fee and shall continue until either (i) Stepping Stone Farm provides one (1) macrostraw of frozen semen from Landonn I, or (ii) the Mare Owner breaches the contract by not satisfying any applicable requirement of this Agreement.

9. Liability

- a. Stepping Stone Farm assumes responsibility only to deliver frozen semen in viable condition at the time of delivery to the Mare Owner. Stepping Stone Farm requires a minimum of 24 hours lead time to fill an order for a semen shipment. The semen must be administered to the Mare identified in this contract by a licensed veterinarian or Stepping Stone Farm shall be considered to have fulfilled its contractual obligations and any guarantees, written or verbal shall not apply. All inseminations must be recorded on the Mare Breeding Passport and signed in each instance by the veterinarian.
- b. Stepping Stone Farm Website. Stepping Stone Farm bears no liability for any information displayed on its website that is or may become incorrect, out of date, or inconsistent with any term of this Agreement.
- c. Incorporation of Forms and Documents. The forms and various types of information and documentation that the Mare Owner and Mare Owner's veterinarian provide are incorporated into and made a part of this Agreement by reference. Mare Owner is solely responsible for and acknowledges Stepping Stone Farm's reliance on all information provided by Mare Owner and Mare Owner's veterinarian.
- d. Non-Assignment. Except with the prior written consent of Stepping Stone Farm, the Mare Owner may not assign or transfer this Agreement, in whole or in part, and any attempt to do so will make this Agreement null and void.

- e. Mare. The Mare Owner assumes all responsibility for the care, custody, control and condition of the mare and bears all risk of loss or damage to the Mare, whether by death, disease, injury, infection or otherwise, during and after the pregnancy term. The Mare Owner shall be solely responsible for purchasing and maintaining insurance on the Mare.
- f. Entire Agreement. This Agreement supersedes all prior communications between the Mare Owner and Stepping Stone Farm, whether verbal or written, and constitutes the entire understanding with respect to the subject matter contained herein. Except as expressly provided herein, this Agreement may not be modified except by written mutual consent of the parties.
- g. Notices. Except as otherwise provided in this Agreement or as Stepping Stone Farm may otherwise specifically direct, all notices and other communications provided for under this Agreement shall be in writing and shall be sent via U.S. certified mail, return receipt requested, postage prepaid, or via reputable overnight carrier, postage prepaid. Such notices and communication shall be addressed to the parties at their respective addresses.

Mare Owner agrees to the entirety of the above contract and upon completion, this contract becomes a full binding agreement between both parties. This contract shall be interpreted in accordance with the laws of the State of Virginia.

Please sign and return copy to:

Stepping Stone Farm
ATTN: Sharon Langbehn
18163 Yellow Schoolhouse Road
Round Hill, VA 20141.

Signature of Mare Owner

_____ date _____

Signature of Stepping Stone Farm

_____ date _____

Sharon Langbehn

Stepping Stone Farm
Breeding Contract for Frozen Semen

Phone: 540-554-2520
ssfarm1759@live.com