

Adandy Farm
BREEDING CONTRACT FOR
STALLION SERVICE AND TRANSPORTED SEMEN

Stallion Name: Imperator DGL Registration # AHR*668974

Mare Name: _____ Registration # _____

Mare Date of Birth: _____ Mare's Breed: _____

Contract Date: **This breeding is for the 2023-breeding season. Unless otherwise approved.** Shipped semen is available from February 1,2023 -April 30,2023
Frozen Semen will be available all year round.

The aforementioned mare is to be bred to the aforementioned stallion in the 2023 breeding season

This agreement is between Adandy Farm, hereinafter referred to as "AF" and:

Name: _____ Farm Name _____
 hereinafter referred to as "Client"

Address: _____
Street Address City State Zip

Telephone Numbers _____
Home Work Cell Fax

Client's Veterinarian _____

Address: _____
Street Address City State Zip

Telephone Numbers _____
Office Cell Fax

Breeding Fee: \$2,000

"Client" is eligible for Multi-mare discount. # of breedings purchased.
 This is of Breeding Contracts
 Other Member(s) in Multi-mare group: _____ Multiple Mare discount available please inquire.
 Special Conditions of this Agreement _____

Mare Care: A daily fee of \$20.00 Is required for all mares that are to be bred at Adandy Farm.
 Mares with Foals at side will be \$22.00 Per day.

Collection and Handling Fees:	AF will charge client \$250.00 collection fee of the stallion. Each additional collection fee after first cycle will be \$195
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The above noted fee for mare care is for field boarding. For other options, please see our conditioning and training fees.

Shipment Fee and \$350.00 Shipping fee _____
Prior to semen shipment. This fee shall entitle the Client to receive one shipment of semen for an individual mare during the same breeding season. If the client requires more than one shipment of semen for an individual mare, each additional shipment will be \$275.00 in advance for each Shipment. AF reserves the right to discount shipment in excess of 8 in a single breeding season, at its sole discretion. Upon receipt of the semen there will be two packets inside the equitainer for two days of insemination.

Equitainer Liability: If Adandy Farm's equitainer is not returned within 7 working days from the Client's receipt of said container, Client's account will be charged \$30.00 per day late fee. If the equitainer is not returned within a 3-week period, client will be charged \$500.00.

Delivery of Semen: Client agrees to contact Adandy Farm by 11:00 a.m. EST, 24 hours prior to the need of semen shipment. Client will contact Adandy Farm by phone or fax or email. Preferred shipping days are Monday, Wednesday and Friday.

Adandy Farm agrees to collect and deliver to a commercial shipper fresh _____
semen from _____

Purchaser accepts all risks of shipment and Adandy Farm accepts no responsibility for delays in the shipment of the semen or damages to the semen during shipment. Purchaser agrees that semen will be delivered subject to the reasonable availability of a commercial shipper and the conditions as set forth in this agreement.

Designated Veterinarian: Adandy Farm agrees to ship semen to the location designated by the Client, but in any event semen should only be shipped to a licensed veterinarian experienced or familiar with insemination through transported semen. The designated Veterinarian shall be:

Name: _____
Address: _____
Phone: _____

By signing this contract Client certifies that the veterinarian listed above is experienced in or familiar with insemination through transported semen, and practices equine reproduction as a regular part of his/her practice; is available for palpation, cultures and any other necessary procedures, and has consented to performing said service.

Transportation Fees: Client is responsible for the shipping charges for the delivery of the equitainer and for the return of the equitainer to Adandy Farm.

All overnight express shipping fees for the shipment of the equitainer will be charged to the Client and due upon receipt.

Note: Commercial carriers such as Federal Express or UPS make All shipments. These services are not available for Sunday delivery. Premium rates are charged for Saturday delivery, which is not available at all locations. Therefore, if Client requires shipment or delivery on Sunday, it must be made by a commercial airline, and said shipment would have to be picked up at the nearest airport by Client. These charges are in addition to the charges set forth above and must be paid for by said Client.

Conditions of Service Contract: The Client understands and accepts the terms of this agreement. The Client understands that certain fees must be paid **BEFORE** semen will be transported, as outlined in this

agreement. The Client understands that the Stallion Service Contract must be signed and returned **BEFORE** semen is shipped. The Client understands that the mare must be examined by a veterinarian using ultra-sound scan at 16-20 days post breeding. At this time if the mare is in foal, Client must alert AF of the situation and schedule a second ultra-sound scan for 32-35 days post breeding and a palpation between 50-55 days post-breeding, to status of the first ultra-sound scan. If the mare is not in foal, Client must contact AF immediately so we know your mare will need more semen. The Client understands that it is essential to call AF at the beginning of the mare's heat cycle, so that AF may advise the Client of the days in which the stallion will be collected.

Request for semen shipment must be made by 11:00 a.m. Eastern Standard Time or sooner on the day before the semen is to be shipped. If you need semen to be shipped on a Saturday, you must order it no later than Friday morning at 11:00 a.m. Eastern Standard Time. Adandy Farm may refuse to ship semen to Client, at any time, if these procedures are not followed.

Successful Pregnancy: both the Client and AF that the final responsibility of a successful pregnancy, using transported semen, lies with the client and his/her veterinarian understand it. However in the spirit of achieving a successful pregnancy, AF will offer all of its combined expertise and the following options. If after breeding through three (3) heat cycles, the mare fails to conceive, the Client shall have the reproductive status of the mare re-evaluated and consult with Adandy Farm jointly decide to:

- a) Continue breeding.
- b) Select a substitute mare and continue breeding.
- c) If after continuous breeding attempts, a successful pregnancy has not been achieved by August 1, the Client may choose to carry the breeding over to the following year. An additional administrative and handling fee of \$500.00 shall apply.
- d) Client may ship the mare to AF for reproductive analysis and continue breeding at AF.

If Client discontinues breeding and does NOT exercise any of the above options, Client to AF will forfeit all fees and deposits previously paid. There will be no cash refunds and all re-breeding rights will be forfeited.

Live Foal Guarantee: Should the mare abort or the foal fails to stand and nurse, it is the responsibility of the Client to inform Adandy Farm in writing, certified by a veterinarian, within ten days of the event. In either case Adandy Farm agrees to re-breed the mare as soon as she is fit. There will be no additional breeding fees for a re-breed, but transported semen fees, including administrative and handling fees will apply. The client agrees to keep said mare in good physical condition throughout her pregnancy, vaccinate for Rhinoneumonitis at 5, 7 and 9 months of pregnancy and deworm regularly. If these normal health care practices are not performed all re-breeding privileges and breeding fees will be forfeited. Any deviation from these procedures could result in forfeiture of all breeding fees paid, and the rights to a signed Stallion Service Certificate for Client's foal. Furthermore, any attempts to obtain pregnancy with transported semen in any mare, other than the mare described in this contract, will result in the same forfeiture.

Important: Client understands that this breeding must be used within three (3) breeding seasons from the date the breeding is booked. If the breeding is not used within three (3)-breeding seasons, Client will forfeit all rights to the breeding. All moneys paid to AF for the breeding are non-refundable. Extensions will be granted to Client under special circumstances.

Release of Liability: Client fully understands, authorizes and assumes the special risks inherent in breeding Arabian Horses with the use of transported semen. Client also understands that the risk of failure due to many variables and unknown causes and shall hold Adandy Farm and stallion owner harmless from any losses suffered due to any unsuccessful attempt at conception. Client further understands that the costs

of such setbacks are considered part of the “normal risk and cost of doing business and breeding Arabian Horses” and shall further hold Adandy Farm and stallion owner harmless for any such claims whether ordinary, special, incidental or consequential. This Stallion Service Contract for breeding by transported semen may not be assigned or transferred to another person or another mare without written consent of Adandy Farm.

Payment Agreement: Client agrees to pay all fees specified in Stallion Service Contract. Payment in excess of 10 days late will be subject to a \$10.00 daily late charge. Client whose payments are in excess of 30 days past due shall be in breach of contract. Upon such breach of contract by client, AF shall cease all further service, and retain all funds received to date as liquidated damages.

Breach of Contract: Should on party breach this contract for transported semen, the breaching party shall be responsible for all attorney’s fees and their expenses related for such breach.

Lien: Client grants AF a lien upon and security interest in any foal produced by a breeding at AF to secure all obligations and amounts due or any contract with AF or its affiliates. AF may, at any time until amounts due hereunder are fully paid, file a photocopy of this contract in the county and state in which it is believed that the foal is kept, or in which the Client resides. When so filed, the copy will be effective as a financing statement as well as the security agreement. If at anytime, Client’s balance is unpaid for thirty (30) days or more, or Client is otherwise in default of this or any other contract with AF or any of its affiliates, AF may hold the Transported Semen Stallion Service Certificate that is required for registering the foal.

Acceptance: This contract for transported semen is not effective until approved and executed by AF. AF reserves the right to reject any mare at its sole discretion. Please return a signed copy of this contract to AF for records and booking.

Venue: The terms of this contract and disputes developing thereunder shall be enforced and construed in accordance with the laws of the state and county wherein AF is located, and the undersigned hereby submits themselves to the jurisdiction of the courts where AF is located.

Client Signature

Date:

Adandy Farm (Agent)

Catharine A. Vincent

Date: 2023 Breeding Season