



BREEDING CONTRACT
-Outcrosses-

This agreement is made this ____ day of _____, 20__ by
and between **Edelweiss Farms** hereinafter called "Stallion Owner" and

(Name of Mare Owner / Lessee)

(Street address)

(City, State, Zip)

Telephone (____) _____ hereinafter called "Client."

Stallion **MELANIO E.W.**

Registration # **3032 (S/P)**

Stallion Owner agrees to breed _____

(Mare's Name)

Registration # _____ Color _____

Sire _____ Registration # _____

Dam _____ Registration # _____

Number of foals previously produced by mare _____

Breeding problems (if any) _____

Option 1

The stud fee for "Frozen Semen" shall be **\$1,200.00**. This breeding fee includes a **\$500.00** non-refundable booking fee which shall be payable on execution of this contract. The balance of **\$700.00** is due prior to shipment of frozen semen. In addition to the above breeding fee:

- A) Client agrees to pay a **\$750.00** deposit or a mastercard or visa number on file for the equitainer before the first shipment. The deposit is fully refunded to the Mare Owner when the equitainer is returned, with all parts intact. Equitainer must be returned within forty-eight (48) hours after insemination. If equitainer is not received within five (5) working days from shipment, Mare Owner will be assessed daily rental fee of **\$25.00** per day until returned.

- B) Client agrees to pay a shipping fee to be determined based on what form of transportation is used.
- C) After an unsuccessful breeding cycle, a fee of **\$90.00** per each additional shipment of semen will be charged.

Option 2

The stud fee for “Fresh Cooled Semen” shall be **\$1,500.00**. This breeding fee includes a **\$500.00** non-refundable booking fee which shall be payable on execution of this contract. The balance of **\$1,000.00** is due prior to collection and shipment of fresh cooled semen. In addition to the above breeding fee:

- A) Client agrees to pay a **\$300.00** deposit or a mastercard or visa number on file for the equitainer before the first shipment. The deposit is fully refunded to the Mare Owner when the equitainer is returned, with all parts intact. Equitainer must be returned within forty-eight (48) hours after insemination. If equitainer is not received within five (5) working days from shipment, Mare Owner will be assessed a daily rental fee of **\$25.00** per day until returned.
- B) Client agrees to pay a shipping fee to be determined based on what form of transportation is used.
- C) After an unsuccessful breeding cycle, a fee of **\$200.00** will be charged for each additional collection.

It is hereby understood and agreed that Client’s mare will be cultured with verification sent to Stallion Owner prior to shipment of semen. Semen shall be shipped only to the Client’s equine practitioner, designated herein by Client:

(Name of veterinarian)	(Telephone)
(Shipping address)	

All inseminations must be performed by an equine practitioner experienced in equine artificial insemination, including frozen semen.

Client understands that at least 24 hours advance notice must be provided to **Edelweiss Farms** for semen collection and shipment (note: this means up to 48 hours prior to the time that Client actually receives the semen and the Mare can be inseminated.) If less than 24 hours advance notice is given, the request will be accommodated if reasonably possible, but at the sole discretion of **Edelweiss Farms**. Normal semen collection will be done on a Monday through Friday schedule. No semen will be collected or shipped on Sundays. Semen will not be collected or shipped on nationally recognized holidays; the first normal collection day following the nationally recognized holidays will be the next collection day. The above applies to fresh cooled or frozen semen.

Client hereby agrees to have the mare examined for pregnancy between 16 and 20 days following the last date of insemination by ultrasound and will notify **Edelweiss Farms** within ten (10) days of the results.

After two unsuccessful breeding cycles, the mare will be subject to a veterinary evaluation at the client's expense.

The Client will be responsible for all veterinarian charges related to pregnancy of the Mare. The Client will be responsible for all veterinarian charges, collection fees and shipping fees if the said mare aborts or fails to deliver a live foal.

Edelweiss Farms shall provide a return breeding to the same mare during the **2013** breeding season providing that the mare fails to conceive during the **2012** breeding season or fails to deliver a live foal from the breeding. As used in this agreement, the term "live foal" means a foal which stands and nurses. Client shall provide **Edelweiss Farms** a written report from a licensed veterinarian within ten (10) days after the event if the mare aborts or if the foal does not stand or nurse. **Edelweiss Farms** may, but shall not be required to, allow client to substitute in the event the mare does not conceive, aborts, or otherwise does not deliver a live foal. In no event, however, shall **Edelweiss Farms** have any further obligations under this agreement after the **2013** breeding season.

Stallion Owner makes no warranties or representation whatsoever with regard to the use of said semen and any foal or foals from the use of same.

If semen shipment is lost, delayed or damaged, Mare Owner assumes all risks of loss including that of lost time and expenses associated with preparation of mare for breeding. Mare Owner agrees to hold Breeder blameless if mare does not settle.

If the stallion is not available for service because of death or injury, the stud fee less the booking fee will be returned. Should Mare die or prove infertile, Breeder may accept another mare according to the terms and conditions of this contract. Written approval by Breeder is required.

If either party institutes arbitration, suit or legal proceeding to enforce this contract, the prevailing party in such suit or legal proceedings shall be entitled to be reimbursed for its legal fees and expenses relating to such suit or legal action. All suits must be filed and disputed in the State of California.

This contract shall not be assigned or transferred without the expressed, written consent of the Stallion Owner.

This contract is binding upon parties hereto, their heirs, successors and assigns and is governed by the laws of the State of California.

I / we the undersigned certify that we are the Client named herein or a duly authorized agent thereof, as witnessed by my / our signature(s). I / we also certify that I / we have read and understand the terms of this agreement and the attached fee schedule.

Initial the option desired:

Option 1 / Frozen Semen @ **\$1,200.00** _____

Option 2 / Fresh-cooled semen @ **\$1,500.00** _____

(Date)

(Client)

(Date)

(Stallion Owner)