

Glenn Livit F

Agreement For Transported Semen

This Agreement is for the 200__ Breeding Season made and entered into by and between:

Jennifer Grubb
Sunny Hill Farm LLC

Hereinafter designated as STALLION OWNER, and

At _____

Phone Number: () _____ - _____, hereinafter designated as MARE OWNER.

This Agreement covers: (Must be filled in completely)

FOR THE MARE:

Name: _____ Mare's Age: _____

Breed: _____ Mare's # _____

Sire's Name: _____

Sire's Breed: _____ Sire's # _____

Dam's Name: _____

Dam's Breed: _____ Dam's # _____

Dam's Sire's Name: _____

Dam's Sire's Breed: _____ Dam's Sire's # _____

Mare's Previous Breeding History _____

STALLION OWNER hereby agrees to sell to the MARE OWNER semen from the stallion GLENN LIVIT F at the sale price, cost of collection, and shipping as set forth below and to guarantee a live foal, all subject to the terms and conditions herein.

1. A veterinary certificate and current uterine culture taken when the Mare is in heat and submitted to a recognized laboratory showing the Mare to be in good breeding condition and free of infection is a precondition to breeding.
2. MARE OWNER must notify STALLION OWNER on the first day of the mare's heat cycle and an estimated date for delivery of semen. MARE OWNER must allow at least 24 hours notice to STALLION OWNER before the shipment needs to be made.
3. The following, charges, and shipping costs due to STALLION OWNER must be paid **before** the delivery of semen.
 - A. A payment of \$500.00 booking fee, which is **non-refundable**, reserves for the MARE OWNER one season's booking, from April 1, 200____ to August 1, 200___ to GLENN LIVIT F for the sale of transported semen. The \$500.00 non-refundable booking fee must be returned with this executed contract and the check should be made payable to "Jennifer Grubb."
 - B. A stud fee of \$1,200.00 payable to Jennifer Grubb is due **prior** to the delivery of semen.
 - C. A deposit of \$300.00 for the Hamilton Semen Equitainer System and shipping costs must be paid to the STALLION OWNER **before** delivery of fresh semen. Any loss or damage to the container will be the responsibility of the MARE OWNER and will be deducted from the deposit, with the balance of the deposit to be refunded to the Mare Owner.
 - D. The Hamilton Semen Equitainer System must be returned pre-paid 24 hours post breeding to avoid a late fee charge of \$25 per day.
 - E. If the mare is not in foal after the initial semen shipment, the costs of collection will be the responsibility of the Mare Owner based on actual expenses. (Collection fees, transportation, and shipment of the equitainer) After the initial collection, Mare Owner shall make payment arrangements (credit card number etc.) to the clinic or breeding facility where the stallion will be collected. All fresh semen shipping costs will be the responsibility of the MARE OWNER, except for the initial shipment that will be paid by the STALLION OWNER. Transportation fees to and from the clinic/breeding facility for collection shall be billed to the Mare Owner.
 - F. If the mare needs additional semen shipped, excluding the initial shipment then MARE OWNER will provide STALLION OWNER with a Federal-Express account number to be used for shipping semen for to MARE OWNER (1-800-GO-FED-EX). A courier service fee, for transportation

to the airport, and airline shipping costs will be billed to the MARE OWNER if necessary to ship by airline.

4. If the mare is not in foal after the examination by a Licensed Veterinarian, after the initial breeding, then the mare may be re-bred on the next 3 consecutive heat cycles. If the mare is not in foal after a total of 4 fresh semen breedings, then a substitute mare must be used for the following consecutive breeding season. The substitute mare must be approved by the STALLION OWNER.
5. The mare's completed insemination record must be signed by a Licensed Veterinarian and returned to the STALLION OWNER by mail after the 45-55 day examination, and within 10 days after the said examination, or all guarantees are null and void.
6. STALLION OWNER assumes responsibility only to ship semen in viable condition at the time of delivery to the MARE OWNER'S farm or designated location. STALLION OWNER assumes no responsibility for loss of semen viability or associated expenses due to any delay in shipment, delay in airline schedules, or delay in courier services beyond its control. A Licensed Veterinarian must administer the fresh semen on the day of delivery or STALLION OWNER shall be considered to have fulfilled her contractual obligations and all guarantees are null and void. Fresh semen may only be available at certain times of the year.
7. The fresh semen only may be used for the mare designated on this Agreement, and all excess semen must be destroyed. STALLION OWNER can require proof of proper disposal in the form of a certificate signed by the Licensed Veterinarian. Should the fresh semen be used on a mare other than the mare herein, this Agreement is null and void.
8. MARE OWNER also agrees to vaccinate for Rhinopneumonitis at three, five, seven, and nine months of pregnancy and to deworm the mare regularly in addition to regular annual vaccinations.
9. It is understood and agreed that this contract allows for return privileges for the same mare if the mare is examined by a Licensed Veterinarian and found to be barren at 55 days from the date of the last service. If after the breeding season set forth in paragraph 3(A) the mare does not conceive, STALLION OWNER shall have the option of continuing breeding efforts with the same mare, or a substitute mare, for the following breeding season only. If MARE OWNER fails to re-breed in the next consecutive year, all re-breeding privileges will terminate. If for any reason the mare is determined by two Licensed Veterinarians to be unable to conceive after the first breeding season, the MARE OWNER may substitute

another mare by promptly providing the written opinions of such Veterinarians to STALLION OWNER. The substituted mare will only be entitled to one breeding for the following season.

10. Should the mare not produce a live foal that stands and sucks, the MARE OWNER shall be entitled to have the mare re-bred the following year (as set forth in paragraph 9) if, and only if, STALLION OWNER is notified by certified mail, within 48 hours of the foal's death. In addition, such notice must be followed within ten days by a written statement of details by a Licensed Veterinarian, which statement must be sent by certified mail, to STALLION OWNER. If such statement of details is not received on a timely basis, the guarantee provided herein becomes null and void. This clause is also binding in case of abortion as well as death. In no event shall the STALLION OWNER be responsible for return breedings, for more than the next consecutive season.
11. MARE OWNER understands that the MARE OWNER shall assume all responsibility for the condition of the mare and shall bear all risks of loss or damage to the mare either by death, disease, injury, infection or otherwise, and by any cause whatsoever, and therefore agrees to hold STALLION OWNER her employees, agents, successors, and assigns harmless from any and all claims, losses, attorneys' fees, and damages associated there within.
12. MARE OWNER understands that during periods of greatest demand there may be days when semen availability is limited.
13. MARE OWNER understands that GLENN LIVIT F may be competing during the breeding season and there may be days when semen is not available.
14. Should GLENN LIVIT F die, become unfit for service, or unavailable due to prolonged competitive events during or after the first breeding season (as set forth in paragraph 3(A)), STALLION OWNER will refund 50% of the stud fee to MARE OWNER. No refunds will be given thereafter.
15. This Agreement cannot be assigned or transferred by the MARE OWNER. In the event the mare is sold or otherwise changes ownership after having been bred by semen from GLENN LIVIT F, there shall be no return breeding rights to GLENN LIVIT F under any circumstances.
16. The mare specified in this agreement must be registered with a recognized registry in the United States, and be approved for breeding within one of the registries. The MARE OWNER is responsible for the mandatory \$25 breeding fee required by the American Trakehner Association (ATA), even if the mare is not registered with the ATA.

17. In the event that any legal action is initiated by either party to this contract against the other, such action shall be brought in Contra Costa County, California. The parties hereto agree to subject themselves to the jurisdiction of the courts in said county. If either party brings an action against the other by reason of any of the provisions in this contract, then the prevailing party (as determined by the court) shall be entitled to have and recover from the other party all costs and expenses of the action, and any appeal of such action, including reasonable attorney fees.
18. This contract shall be interpreted in accordance with the laws of the State of California and its validity and administration shall be governed by said laws.
19. The parties agree that the terms and conditions stated herein set forth the entire agreement of the parties.

Executed by STALLION OWNER/AGENT as of _____, 20____

By: _____

Executed by MARE OWNER as of _____, 20____

By: _____

RETURN WITH NON-REFUNDABLE BOOKING FEE TO:

**Jennifer Grubb
41 Comistas Court
Walnut Creek, Ca 94598
(925) 997-2151**

Breeding Expenses

*Stud Fee: \$1200

*Non-Refundable Booking Fee: \$500

*American Trakehner Assoc. Breeding Fee: \$25

*Equitainer Deposit \$300 see (3C)

Total: \$2025

