

BREEDING CONTRACT FOR FRESH CHILLED SEMEN

This “**Agreement**” is made effective as of _____ by and between Iron Spring Farm, Inc. (“**Farm**”) and _____ (“**Purchaser**”) for the breeding of the Mare (Section 2) to the Farm’s stallion named: _____ (“**Stallion**”) under the terms and conditions provided herein.

1. PURPOSE. This Agreement defines the terms and conditions under which the Purchaser agrees to purchase and the Farm agrees to deliver fresh chilled semen of the Stallion to breed the Stallion to the Mare during the Term. Embryo transplants are expressly outside the scope of this Agreement and are prohibited except with the prior written consent of the Farm and the Purchaser’s execution of the Farm’s “**Embryo Transfer Agreement.**”

2. THE MARE. Subject to the conditions and requirements of Section 5 below, the “**Mare**” to be bred under this Agreement is the mare named _____ and described more fully on the “**Breeder Profile.**” In no event shall Purchaser be permitted to substitute another mare for breeding without prior written consent of the Farm, which shall be provided in Farm’s sole discretion.

3. FEES. Purchaser agrees to the following terms and conditions of payment of all fees due under this Agreement:

(a) “**Initial Deposit.**” A non-refundable fee of **\$500** to confirm Purchaser’s reservation of the Stallion for the Term is payable by Purchaser to the Farm immediately upon the signing of this Agreement. The Initial Deposit shall be applied against and reduce the Stallion Service Fee.

(b) **Method of Payment:** Prior to the date of the Farm’s first shipment of semen, Purchaser must provide Farm with *one* of the following to provide for payment of all Additional Service Fees, described in Section 3(c) below:

(i) A credit card number which Purchaser hereby authorizes Farm to bill directly for all fees incurred in connection with this Agreement.* The Farm reserves the right to refuse to perform any service under this Agreement except upon its receipt of authorization of applicable charges to the following account with respect to which Purchaser is an authorized user:

Visa/MasterCard Account Number: _____
Expiration Date: _____
Security Code: _____
Account Holder Name: _____
Account Billing Address: _____

*Purchaser agrees not to contest any charge made pursuant to this Agreement on the basis that the Mare failed to produce a live foal or otherwise become pregnant.

(ii) If Purchaser does not wish to have accredit card on file with the farm to bill shipping and handling expenses to then an “**Additional Service Fee Deposit**” of **\$1000.00** paid by check or money order which Farm shall hold on Purchaser’s account and from which Farm shall be permitted to deduct directly all Additional Service Fees as incurred. The Farm shall refund to Purchaser any unused balance of the Additional Service Fee Deposit within forty-five (45) days of the expiration or termination of this Agreement.

(c) **Description of Fees.** Purchaser agrees to timely pay the following fees as applicable, some of which may be subject to change as noted. Purchaser agrees to pay the actual fees billed by the Farm for all services provided.

(i) “**Stallion Service Fee.**” A one time, non-refundable fee of _____ plus state sales tax,* if applicable, is payable in full as advance payment of the purchase price of fresh chilled semen before the Farm will honor any request for collection and shipment of semen. The balance due on Purchaser’s Stallion Service Fee as of the date hereof is:

Stallion Service Fee:		
Sales tax:	+	
(Initial Deposit):		
 Balance Due		

*State sales tax shall be added to all purchases of semen picked up by Purchaser at the Farm, all shipments of semen to locations inside Pennsylvania, New Jersey and Florida and all other purchases made hereunder as are or as may become applicable.

(ii) **“Additional Service Fees.”** The Additional Service Fees described below will be charged, as applicable, upon the first and upon each additional request for collection and shipment of semen from the Farm.

A. **“Cancellation Fee.”** Purchaser agrees to pay a fee of **\$150.00** upon the cancellation of any request for shipment received by the Farm after collection is completed if the Farm determines in its discretion that it cannot use the semen for another client.

B. **“Shipping and Handling Fees.”** Fees for shipping and handling apply and are payable prior to the first and each additional shipment by Farm under this Agreement. Such fees include all charges for transportation to and from airports, ground and air freight and fees for special handling plus applicable sales tax and are subject to change without notice. Purchaser is responsible to file any claims with the shipper for lost or delayed shipments. The Shipping and Handling Fees shown below *plus applicable sales tax* will be charged against Purchaser’s account with respect to each shipment as applicable:

Client pick up fee (for shipments picked up at ISF)	\$225 +13.50 (6% PA sales Tax) = \$238.50
Federal Express Priority Shipping	\$345-\$361 Prices Subject to change without notice
FedEx First Overnight Shipping	\$480-\$505 Prices Subject to change without notice
Airline Shipping Fee	\$480

C. **“Late/Damaged Container Fees.”** The Farm utilizes a limited number of specialized **“Containers”** to insure the viability of fresh semen during shipping. Purchaser agrees to ship the Container back to the Farm using the return label enclosed in the shipment on or prior to the second business day following the date Purchaser receives the Container. A late fee of **\$25** per day will apply if the Container is not received by the Farm within five (5) business days following the date of the Farm’s shipment to Purchaser. The Container must be returned clean and undamaged. If ballast bags, coolant cans or the Container are missing or damaged, Purchaser will be charged for replacement of damaged parts or, if applicable, for the replacement cost of the Container. The current cost of a new Container is **\$300** plus applicable shipping fees and sales tax. The Purchaser is exclusively responsible for insuring the shipment, for any damage caused during or delays in shipping and for filing claims with the shipper with respect thereto.

4. REQUESTING COLLECTION AND SHIPMENT. All requests for collection and shipment of semen must be made as described on the **“Instructions for Ordering Fresh Chilled Semen.”** The Farm fills requests for fresh semen collection and shipment subject to the availability of the Stallion. Purchaser understands that Stallion may be competing away from the Farm and may be otherwise unavailable to fill Purchaser’s request on any given day during the Term. It is Purchaser’s responsibility to contact the Farm in advance regarding the Stallion’s availability and the Farm bears no responsibility for failure to timely fill requests due to the Stallion’s unavailability. Accordingly, the Farm will fill Purchaser’s collection and shipment requests subject to the following conditions:

(a) If there is insufficient semen to fill all requests made for a given day, the Farm, in its sole discretion, will determine which requests will be honored first.

(b) If the Farm is unable to fulfill a request for collection on the requested date due to the Stallion's unavailability, the Farm will notify the Purchaser and will fill the request on the next earliest date it determines is reasonably practicable in its sole discretion or on such other date as the Purchaser requests, subject to the Stallion's availability as described in this Section 4.

5. CONDITIONS WITH RESPECT TO THE MARE. Purchaser agrees that satisfaction of the requirements stated in this Section 5 is a precondition of the Farm's initial and ongoing performance under this Agreement. If Purchaser fails to satisfy any such requirement, this Agreement will terminate without refund of any fees paid or incurred and the Farm will have no further obligation to perform hereunder.

(a) Prior to the Farm's execution of this Agreement, Purchaser must provide a completed Breeder Profile together with any applicable attachments described therein.

(b) Prior to the Farm's first shipment of semen hereunder, and at such later times as the Farm determines to be necessary or prudent in its sole discretion, Purchaser must provide the following:

(i) A "**current**" except for maiden mares or mares to be bred on a foal heat, a negative intrauterine culture and cytology;

(ii) In the event that Stallion is EVA positive, proof of an EVA vaccination or an EVA test showing a positive titer; and

(iii) Such other documentation regarding the physical condition of the Mare as the Farm determines is necessary or prudent in its reasonable discretion.

(c) A Veterinarian must administer the semen within twenty-four (24) hours after receipt from the Farm and must sign and return to the Farm the "**Mare Breeding Passport**," a copy of which will be included with each shipment of semen.

(d) Purchaser agrees to keep the Mare in good physical condition throughout the pregnancy. Specifically, Purchaser agrees to have the Mare examined and receive services and tests by a Veterinarian and to promptly submit written documentation of the results as follows, or as the Farm otherwise requests in its reasonable discretion:

(i) Vaccination with USDA approved products for pregnant mares for "**equine rhinopneumonitis**" (equine herpes virus type 1) at three (3), five (5), seven (7) and nine (9) months of pregnancy;

(ii) The following tests at the stated number of days following insemination:

A. Confirmation of pregnancy by early ultrasound between fourteen (14) and eighteen (18) days;

B. Confirmation of a single embryo by ultrasound between thirty (30) and thirty-five (35) days; and

C. Routine palpation or ultrasound between fifty (50) and sixty (60) days.

6. RETURN OF SERVICE. For as long as Purchaser satisfactorily complies, in the Farm's reasonable judgment, with the terms and conditions of this Agreement, Purchaser shall be entitled to have the Mare return to the service of the Stallion throughout the Present Breeding Season as needed. Subject to the first clause of the first sentence of this Section 6, Purchaser shall also be entitled to have the Mare return to the service of the Stallion during the Second Breeding Season:

(a) If, by the end of the Present Breeding Season the Mare has not "**settled**" (become and remained pregnant as shown by the ultrasound results pursuant to Section 5(d)(iii)(B)) and Purchaser provides Farm with a certification signed by a Veterinarian within ten (10) days of the ultrasound that includes the following:

- (i) Identification of the Mare;
- (ii) Confirmation that the Mare did not settle during the Present Breeding Season; and

(iii) Confirmation that the Mare was kept in good physical and sound breeding condition throughout the Present Breeding Season, and that the Mare timely received all vaccinations and deworming as recommended by the Veterinarian, including but not limited to immunization for equine rhinopneumonitis; *or*

(b) If the Mare settles during the Present Breeding Season but suffers a loss of such pregnancy and Purchaser provides to the Farm, within ten (10) days of examination of loss of pregnancy, a certification signed by a Veterinarian that includes the following:

- (i) Identification of the Mare;
- (ii) An explanation for the loss of pregnancy;

(iii) Confirmation that the Mare was provided reasonable general care and kept in good physical condition throughout the Present Breeding Season and the pregnancy and that the Mare timely received all vaccinations and deworming as recommended by the Veterinarian, including but not limited to immunization for equine rhinopneumonitis; *or*

(c) If the Mare gives birth but fails to produce a “**live foal**,” defined as a foal which stands and nurses within twenty-four (24) hours after foaling, and Purchaser verbally notifies Farm within forty-eight (48) hours of the foal’s death and provides to the Farm, within five (5) days of the verbal notification, a certification signed by a Veterinarian that includes the following:

- (i) Identification of the Mare;
- (ii) Verification of death of the foal;
- (iii) Confirmation of the performance by the Veterinarian of an autopsy or other pertinent examination;
- (iv) An explanation for the foal’s death;
- (v) The confirmation described in Section 6(b)(iii) above; and

(vi) Confirmation that the Mare was properly cared for and monitored during the period of foaling in a manner adequate to reasonably insure detection of and attention to any foaling difficulties.

(d) For the avoidance of doubt, the Farm’s performance pursuant to this Section 6 is also contingent upon Purchaser’s satisfactory compliance with all of the terms and conditions of this Agreement, including but not limited to the requirements of Section 3 (Fees) and Section 5 (Conditions with Respect to the Mare). Accordingly, in addition to the requirements in this Section, the Farm shall require updated information and documentation pursuant to Section 5 as it deems appropriate in its sole discretion before providing any return of service under this Section 6.

7. OPTION TO BREED MARE AT THE FARM. With the approval of the Farm in its sole discretion and subject to the Farm’s and the Purchaser’s execution of the “**Addendum**” to this Agreement, a form of which is attached, Purchaser may bring the Mare to the Farm to be bred at any time during the Term following confirmation of the failure of the first attempt to inseminate the Mare with semen shipped by the Farm. Upon the execution of the Addendum, this Agreement shall remain in force as modified by the terms of the Addendum and the unused balance of the Additional Service Fee Deposit, if any, shall be credited against the fees payable under the Addendum as provided in Section 3(a) thereof.

8. TERM AND TERMINATION. The “**Term**” of this Agreement shall commence on the later of the effective date set forth on page one of this Agreement or the Farm’s receipt of the Initial Deposit and shall continue until the earliest to occur of: (i) the completion of the Second Breeding Season, if the Farm has approved one according to Section 6; (ii) the Mare’s

giving birth to a live foal sired by the Stallion; (iii) Purchaser's breach or failure to satisfy any applicable requirement under or term of this Agreement; (iv) the termination of this Agreement pursuant to Section 9 or any other Section hereof or, if applicable, any provision of the Addendum; or (v) the Mare's death, inability to satisfy the conditions of Section 5 or Section 6 of this Agreement or sale by the Purchaser. For purposes of this Agreement, the "**Present Breeding Season**" begins on 3/5/18 and ends on 7/31/2018, and the "**Second Breeding Season,**" if any, begins on or about 3/4/19 and ends on or about 7/31/2019.

9. DEATH, UNFITNESS OR SALE OF THE STALLION. The fees paid or incurred under this Agreement are nonrefundable except as provided below in this Section 9 with respect to the death, unfitness or sale of the Stallion.

(a) If the Stallion should die, be sold by the Farm or otherwise become unfit for service before the Farm makes any shipment of semen, then this Agreement shall automatically terminate and the Farm shall refund to Purchaser all fees paid hereunder, including the Initial Deposit, within forty-five (45) days.

(b) If the Stallion should die, be sold by the Farm or otherwise become unfit for service during the Term after the Farm makes at least one shipment of semen, then the Purchaser may elect one of the following options:

(i) Purchaser may terminate this Agreement and the Farm will refund to Purchaser the unused balance of the Additional Service Fee Deposit, if any, within forty-five (45) days;

(ii) Subject to the approval of the Farm in its reasonable discretion, Purchaser may substitute another Farm stallion to be the Stallion under this Agreement and agrees to pay any excess of the Stallion Service Fee for the stallion to be substituted over the Stallion Service Fee applicable to the Stallion being replaced; or

(iii) If frozen semen of the Stallion is available, Purchaser may substitute frozen semen of the Stallion to breed the Mare by executing the Farm's "**Breeding Contract for Frozen Semen.**" Upon execution of the Breeding Contract for Frozen Semen, this Agreement will automatically terminate and the unused balance of the Additional Service Fee Deposit, if any, shall be applied against the fees payable under the Breeding Contract for Frozen Semen under the terms and conditions thereof.

10. MISCELLANEOUS.

(a) Farm Website. The Farm provides information about its services on its internet "**Website**" at www.ironspringfarm.com. The Farm bears no liability for any information displayed on the Website that is or may become incorrect, out of date or inconsistent with any term of this Agreement. Purchaser acknowledges and agrees that, notwithstanding any information to the contrary displayed on the Website, the parties' rights and obligations with respect to all matters contemplated by this Agreement shall be absolutely governed by the terms stated herein.

(b) Incorporation of Forms and Documents. The forms and various types of information and documentation that Purchaser and Purchaser's Veterinarian are or may be required to provide to the Farm hereunder (including under the Addendum, if applicable) are incorporated into and made a part of this Agreement by reference. Purchaser is solely responsible for and acknowledges the Farm's reliance on all information provided by Purchaser and Purchaser's Veterinarian.

(c) Non-Assignment. Except with the prior written consent of the Farm, Purchaser may not assign or transfer this Agreement, in whole or in part, and any attempt to assign or otherwise transfer this Agreement shall be null and void.

(d) Liability. Purchaser 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 Term. The Purchaser shall be solely responsible for purchasing and maintaining insurance on the Mare.

(e) Indemnification. Purchaser agrees to indemnify, release and hold harmless the Farm, its agents, employees and assigns, from any and all claims, demands, damages, actions, suits, attorney's fees and costs, obligations or liabilities of any kind, known or unknown, in any way related to or arising from the Mare or the breeding or insemination of the Mare.

(f) Warranty. The Farm is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's semen. ALL WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.

(g) Entire Agreement; Severability; Amendment. This Agreement supersedes all prior communications between the parties, whether oral or written, and constitutes the entire understanding of the parties with respect to the subject matter contained herein. If any term or condition of this Agreement or the application thereof shall be illegal, invalid or unenforceable, all other provisions hereof shall continue in full force and effect as if the illegal, invalid or unenforceable provision were not a part of this Agreement. Except as expressly provided herein, this Agreement may not be modified except by written mutual consent of the parties.

(h) Notices. Except as otherwise provided in this Agreement or as the 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 communications shall be addressed to the parties at their respective addresses set forth above or such other address as either party may by notice as aforesaid designate.

(i) Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall be binding upon the parties hereto and their personal representatives. Purchaser hereby consents to the exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania and the United States Courts for the Eastern District of Pennsylvania in all matters arising out of this Agreement.

(j) No Waiver. The Farm's failure to insist on any performance and any waiver of any breach of this Agreement by Farm is not to be construed as a waiver of the Farm's rights or of Purchaser's obligations under any provision of this Agreement unless the Farm specifically so provides in a signed writing attached hereto.

(k) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument as against any party whose signature appears hereon or for any other purpose.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have entered into this Agreement as of the date and year first written above.

IRON SPRING FARM, INC.

Date

By: _____
Name: Meghan F. de Garay
Title: Breeding Manager

PURCHASER:

(Print name)

Date

Signature



Client Information Sheet for Warmblood Breeding

MARE INFORMATION

Registered Name: _____ Nickname: _____

Breed: _____ Registration number: _____ Birthdate: _____

Sire: _____ Dam: _____ Dam's Sire: _____

Date of Uterine Culture (unless currently pregnant or never bred) _____

Mare notes (provide if she has any reproductive issues we should know about): _____

OWNER INFORMATION

Name: _____ Farm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone numbers: Home _____ Cell _____ Work _____

Fax: _____ Email: _____ @ _____ Best way to contact: _____

SHIPPING INFORMATION

Name of person shipping to _____

Address: _____

City: _____ State: _____ Zip: _____

Phone numbers: Home _____ Cell _____ Work _____

Email: _____ @ _____

ADDRESS OF FEDEX STATION FOR SATURDAY DELIVERY OR HOLD FOR PICK UP

Address: _____

City: _____ State: _____ Zip: _____

Preferred airport for same day shipping if needed: _____

VETERINARIAN INFORMATION

Name: _____ Clinic Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone numbers: Home _____ Cell _____ Work _____

Fax: _____ Email: _____ Best way to contact: _____

IMPORTANT – PLEASE VERIFY IF FEDEX WILL DELIVER TO YOUR SHIPPING ADDRESS ON SATURDAYS. IF NOT, PROVIDE AN ALTERNATIVE ADDRESS FOR SATURDAY DELIVERY OR A FEDEX STATION WHERE YOU CAN PICK THE SHIPMENT UP.