

BREEDING CONTRACT FOR FROZEN 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 up to three (3) shipments, each containing two (2) doses , for a total limited to six (6) doses of frozen semen of the Stallion for the purpose of breeding 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 payable to the Farm and to Select Breeders Services (“**SBS**”) under this Agreement:

(a) Fees Payable to the Farm. The Farm accepts payment of the following fees by Visa, MasterCard, check or money order

(i) “**Initial Deposit.**” A non-refundable fee of \$ _____ 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.

(ii) “**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 frozen semen before the Farm will approve any shipment of semen by SBS. 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 applicable.

(b) Fees Payable to Select Breeders Services. Frozen semen of Farm stallions is stored with SBS and shipped directly from SBS upon the Farm’s request and authorization. Shipments from SBS are subject to additional charges payable to SBS for shipment and special handling (“**Distribution Charges**”), which are described in detail, along with amounts, terms and conditions of payment, in the SBS Frozen Semen Distribution Program literature attached hereto (the “**SBS Literature**”). The SBS Literature is incorporated into the provisions hereof, and, by executing this Agreement, Purchaser represents that he or she has reviewed it. SBS will not honor the Farm’s requests for shipment on Purchaser’s behalf except upon satisfaction of the terms and conditions described in the SBS Literature.

(c) Method of Payment of SBS Distribution Charges. Purchaser agrees to provide advance payment to the Farm, to be forwarded to SBS and applied to the Distribution Charges, as elected below in one or a combination of the following ways:

(i) _____ Purchaser requests that SBS keep the following credit card account on file for payment of (check none or one, as applicable):

_____ Container Deposit Only _____ Other Distribution Charges Only _____ *or* _____ All Distribution Charges

Visa/MasterCard/Discover
Amex(3.5% surcharge added)

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

(ii) _____ Purchaser elects to provide SBS with a check in the amount of \$_____ for the Container Deposit only, which SBS shall hold on Purchaser's account.

NOTE: While SBS does not require a check or credit card to be kept on file for payment of Distribution Charges other than the Container Deposit, Purchaser understands that if it does not provide a credit card account to be kept on file for this purpose, all such applicable fees must be paid by check or credit card in advance of each individual shipment. Any delay in SBS's receipt of payment will result in delay of the requested shipment.

(iii) _____ In lieu of providing the Container Deposit, Purchaser elects to forgo use of an SBS Container and to provide a tank to SBS, subject to the conditions and limitations applicable thereto in the SBS Literature.

4. REQUESTING COLLECTION AND SHIPMENT. All requests for shipment of semen must be directed to the Farm in writing via facsimile or e-mail using the Farm's "**Frozen Semen Shipment Request Form**" and as further described on the Farm's "**Instructions for Ordering Frozen Semen.**" SBS will not make any shipments without the Farm's prior written authorization. Semen orders may be called into the farm as long as a completed frozen semen order form is on file with the farm.

5. CONDITIONS WITH RESPECT TO THE MARE AND THE HANDLING OF SEMEN. 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 Client Information sheet together with any applicable attachments described therein.

(b) Prior to the Farm's authorizing SBS to make the 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**" (not more than thirty (30) days old) veterinary certificate from a licensed veterinarian acceptable to the Farm ("**Veterinarian**") indicating the Mare to be in good physical and sound breeding condition and free of infection and, 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 Licensed Veterinarian must inseminate the mare with the semen at the time of breeding. The veterinarian must sign and return to the Farm the "**Frozen Semen Insemination Certificate**," a copy of which will be included with each shipment of semen. The "**Frozen Semen Insemination Certificate**," must be returned to Iron Spring Farm, Inc. within five days of the last date of insemination on each cycle the mare is bred. The certificate can be returned by fax, email or mail. Failure to do so will void this breeding contract. No further semen will be sent without this documentation. This document includes certification that any unused semen has been destroyed, (may only be kept in storage under the veterinarian's supervision with written permission from iron Spring Farm, Inc.) All used straws in the dose used for breeding as well as the unused straws that are destroyed must be returned to Iron Spring Farm via mail. The stallion's semen may only be inseminated in the mare indicated in this agreement. All semen sent is the property of Iron Spring Farm, Inc., leftover or unused semen may not be used on any other mares without the Purchaser signing another stallion breeding contract and making payment for an additional stallion service fee, prior to breeding the second mare. Any and all storage fees charged by the purchaser's veterinarian are solely the responsibility of the purchaser. Purchaser must also have their veterinarian sign agreement stating they agree to the terms above before any semen is shipped.

(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. Subject to the limitation on the number of straws of semen Purchaser is entitled to receive pursuant to Section 1 and the Farm's reasonable judgment that Purchaser has satisfactorily complied 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 required 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). 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 with frozen semen at any time during the Term instead of attempting to inseminate the Mare with shipped semen. Upon the execution of the Addendum, this Agreement shall remain in force as modified by the terms of the Addendum.

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 Farm’s provision of the total number of straws required under Section 1, (ii) the completion of the Second Breeding Season, if the Farm has approved one according to Section 6; (iii) the Mare’s giving birth to a live foal sired by the Stallion; (iv) Purchaser’s breach or failure to satisfy any applicable requirement under or term of this Agreement; (v) the termination of this Agreement pursuant to Section 9 or any other Section hereof, including, if applicable, any provision of the Addendum; or (vi) the Mare’s death, inability to satisfy any condition 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 **1/2/2019** and ends on **8/2/2019**, and the **“Second Breeding Season,”** if any, begins on or about **1/6/2020** and ends on or about **7/31/2020**.

1 UNAVAILABILITY OF FROZEN SEMEN OF THE STALLION. The fees paid or incurred under this Agreement are nonrefundable except as provided in this Section 9.

(a) If frozen semen of the Stallion in amount sufficient to satisfy the number of doses required to be provided pursuant to Section 1 becomes unavailable before any service has been provided hereunder, 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 frozen semen of the Stallion in amount sufficient to satisfy additional requests for service becomes unavailable after service has been provided hereunder but before the total number of straws required under Section 1 has been provided, then Purchaser may elect one of the following options:

(i) Purchaser may terminate this Agreement without refund of the Initial Deposit or Stallion Service Fee; or

(ii) Subject to the approval of the Farm in its reasonable discretion, Purchaser may substitute another Farm stallion to be the Stallion for the remainder of the Term hereof 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.

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



Frozen semen addendum to breeding contract – Additional Terms of Use Agreement

This "Agreement" is made effective as of _____ be and between Iron Spring Farm, Inc. ("Farm") and _____ ("Purchaser") for the breeding of the Mare _____, previously named in the executed Stallion breeding agreement, to the Farm's Stallion named: _____ ("Stallion") under the terms and conditions provided herein.

A Licensed Veterinarian must inseminate the mare, _____ with the semen at the time of breeding. The veterinarian must sign and return to the Farm the "Frozen Semen Insemination Certificate," A copy of which will be included with each shipment of semen. The "Frozen Semen Insemination Certificate," must be returned to Iron Spring Farm, Inc. within five (5) days of the last date of insemination on each cycle the mare is bred. The certificate can be returned by fax, email or mail. Failure to do so will void this breeding contract. No further semen will be sent without this documentation. This document includes certification that any unused semen has been destroyed and the straws mailed back to Iron Spring Farm, (or is in storage under the veterinarian's supervision). All of the straws that are used for breeding must be mailed back to Iron Spring Farm after each breeding. The stallions' semen may only be inseminated in the mare indicated in this agreement. The semen is for one (1) live foal guarantee and one pregnancy or embryo. If used for an embryo transfer then an additional stud fee must be paid to the farm for another breeding can take place.

All of the straws of semen sent are the property of Iron Spring Farm, Inc., leftover or unused semen may not be used on any other mares without the Purchaser signing another stallion breeding contract and making payment for an additional stallion service fee. Any and all storage fees charged by the purchaser's veterinarian are solely the responsibility of the purchaser. Any and all unused straws of semen must be destroyed and sent back to Iron Spring Farm, Inc. once the mare reaches 45 days of gestation. In the event of no pregnancy in the current breeding season, the straws must be returned by the end of the breeding season or this contract will be null and void. Only written permission from Iron Spring Farm, Inc., may semen be stored for the next breeding season.

I, the undersigned veterinarian, and be signing this agreement acknowledge the terms and conditions listed above as part of the agreement for the purchaser to use the frozen semen from the aforementioned stallion.

Veterinarian: _____ Client: _____

Address: _____

Phone: _____

Email: _____

Veterinarian Signature: _____ Date: _____

Client Signature: _____ Date: _____



Client Information Sheet for Friesian Breeding

MARE INFORMATION

Registered Name: _____ Nickname: _____

Registration number: _____ Birth Date: _____

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

Current Reproductive Status (Maiden, In Foal, Open Barren) _____

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 (PROVIDE ONLY IF NECESSARY)

Address: _____

City: _____ State: _____ Zip: _____

Airport (for same day shipments 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.