

STOLEN IDENTITY, ApHC, 667436

EQUINE FROZEN SEMEN BREEDING AGREEMENT

1. PARTIES

This agreement is made this _____ day of _____, 20____ by and between Marion Mud, Grote Plaats, 2323 Hoogstraten, Belgium.; jrsclaimjumper@hotmail.com, herein after referred to as the "European Stallion Manager" and: Name of mare owner hereinafter referred to as the "Breeder":

NAME

ADDRESS:

TOWN:

STATE:

POST CODE:

PHONE 1:

PHONE 2:

EMAIL:

Marion Mud is The European Manager of the frozen semen of the stallion named Stolen Identity, a registered ApHC Stallion, registration number 667436 (hereinafter referred to as the "Stallion"). The Breeder has ownership rights of or warrants that s/he is legally authorized to arrange breeding services for the following Mare:

MARE INFORMATION

REGISTERED NAME:

BREED:

REGISTRY:

REGISTRATION #:

COLOUR:

SIRE:

DAM:

Will this be an embryo transfer breeding? (circle): YES NO

Embryo transplants are expressly outside the scope of this Agreement and are prohibited except with the prior written consent of the Stallion Owner and the Breeder's execution of a separate "Embryo Transfer Agreement".

The stallion, Stolen Identity has been tested negative for: contagious equine metritis and equine viral arteritis at the time of frozen semen collection between 31 January 2022 and 15 March 2022. In addition, Stolen Identity has tested negative for the following genetic identified markers in the 8 Panel tests: HYPP, GBED, HERDA, PSSM1, MH, MYHM, OLW, SILVER

Breeder's Initials _____

**The parties hereto understand and agree to comply with the following
Terms and Conditions set forth in this Agreement:**

The frozen semen breeding fee, with conditional live foal guarantee, for Stolen Identity is \$1,000USD.

Vet and shipping fees are not included in the breeding fees; the Breeder will need to book and pay for these separately.

Shipping is arranged through and paid to GenTrans where Stolen Identity's frozen semen is stored in Steinfeld, Germany

All semen booked and paid for during the current breeding season must be shipped to the Breeder's vet or AI technician on record. Storage costs for any semen remaining at GenTrans after that date will be invoiced to the Breeder.

ALLOCATION OF SEMEN The breeding fee \$1,000USD entitles the Breeder to 8 Straws of frozen semen for the first breeding season, which will be shipped to their vet in one batch. Each dose contains eight straws. A second dose may be purchased at that time at a discounted price. See Price list below.

STOLEN IDENTITY, ⁶⁶⁷⁴³⁶ 2011 ApHC Stallion

2026 Price List

Cost of 1 dose is \$1,000USD.

One dose includes 8 straws or 2 breedings per cycle.

Number of Doses	Cost per straw	*Discount	Total # of Straws	Cost per Dose	Total Cost USD
1 Dose	\$125.00		8	\$1,000.00	\$1,000.00
2nd Dose	\$75.00		8	\$600.00	\$1,600.00

Any additional quantities will be priced based on quantities available.

Straws can only be purchased in units of 8.

*2nd dose must be purchased within the same calendar year to receive discount.

The advertised breeding fee for 2025 is \$1,000 and will be extended through the 2026 season

Additional Units of Straws purchased after initial purchase will be based on availability.

Purchaser pays all paperwork and shipping costs to GenTrans.

* If extra straws are not used, they may be used on an additional mare the same year or used the following season. If the additional mare settles from the discounted straws an administration fee of \$400 will be due to register the 2nd foal.

Please note, the Mare **MUST** have a negative pregnancy scan by a qualified veterinarian or AI technician **BEFORE** additional semen can be ordered or shipped.

In the event additional semen is shipped and the Mare turns out to already be in foal, the semen remains the property of the Breeder with conditions.

Breeder's Initials _____

UNUSED SEMEN If the Mare settles in foal without using the entire allocation of (2 doses or 16 straws of frozen semen, the Breeder may choose to keep unused semen and store at their own expense. Another mare may be bred (once approved by the Stallion Owner and with a separate contract) or the same mare may be bred the following year. In the event of a positive pregnancy scan, a fee of \$400 is due for each additional pregnancy. No fee is due if the Mare/s is/are not in foal from the remaining straws of leftover semen.

RETURN BREEDING If the Mare does not conceive the Breeder will pay the Stallion Owner the discounted price per straw prior to another shipment of 16 straws (2 doses) of frozen semen. This must be the same year or the following year.

LIVE FOAL GUARANTEE Should the Mare fail to conceive, abort, die, or not produce a "Live Foal", the Stallion Owner will provide the Breeder a rebreed or substitute a mare (upon approval of the Stallion Owner and with a new contract for that mare) within the current or following year. A "Live Foal" shall be defined as a foal that stands, nurses, and survives for a period of at least 24 hours from the time of birth. In the event the Mare does not produce a "Live Foal", the Breeder will provide the Stallion Manager and Owner with a veterinarian's certificate stating the date and time of the foal's birth, date and time of death, and supposed cause of death within 7 calendar days of such death. In the event the Mare dies, Breeder shall provide Stallion Owner with a veterinarian's certificate of death within 7 calendar days of such death.

The substitution of a replacement mare does not extend the original term of the agreement without written consent. In the event the Mare loses or aborts the pregnancy, the Breeder will provide Stallion Manager within 7 calendar days of discovery of such pregnancy loss a veterinarian's certificate detailing dates of pregnancy examinations, indicating when the pregnancy was lost or aborted and supposed cause of abortion. Breeder shall notify Stallion Manager within 21 calendar days of the last insemination of the year if the mare did not conceive to be eligible for rebreed the following year. A statement signed by the veterinarian is required to be submitted to the Stallion Owner detailing identification of the mare, insemination and pregnancy check dates and certifying that the Mare has not become pregnant to qualify to purchase additional semen at the contracted, discounted price.

AVAILABILITY OF SEMEN Should frozen semen become unavailable due to unforeseeable circumstances before the Mare is first serviced pursuant to this agreement, this agreement shall be terminated, and the Stallion Owner shall return the portion of the breeding fee paid by the Breeder within a period of 14 days. Should frozen semen become unavailable due to unforeseeable circumstances, after servicing at least one breeding cycle, no refund will be given, unless Stallion Owner agrees to it based on circumstances. There will be no refund for change of Breeder's mind or other circumstances.

BREEDING AND MARE CONDITIONS A Breeding Soundness Exam prior to breeding, including uterine culture and cytology, is recommended for all mares. The Stallion Owner reserves the right to require a mare that has not settled within 2 heat cycles be cultured or biopsied to determine breeding soundness.

The Stallion Owner also reserves the right to refuse or discontinue service to any mare upon detection of mare carrying an infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the Breeder is obligated to substitute another mare (upon approval by the Stallion Owner) to fulfill the terms of this agreement. The substitution of a replacement mare does not extend the original term of the agreement.

The semen MUST be thawed and inseminated by a licensed veterinarian or suitably qualified breeding technician familiar with the concept and practical use of frozen semen. Attempts to use frozen semen outside the controlled situation of a qualified facility can greatly reduce, or even prevent, the chances of conception.

SHIPPING FEES AND POLICIES The Breeder is responsible for all shipping, tank rental and handling fees associated with delivery of the semen from the storage facility and return of the shipping container. Semen will be stored at **GenTrans, Steinfeld, Germany, 0 54 92 3023 www.genntrans.de** **GenTrans will be the shipping provider. All shipping costs, protocols and requirements will be calculated from Steinfeld, Germany and paid directly to GenTrans.**

Once the shipment arrives, it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24 hours of delivery. The Stallion Owner shall not be responsible for lost semen shipments or delays in delivery not within the control of the Stallion Owner, such as missed flights, weather delays, failure of third-party service, or acts of God. The Stallion Owner will not be responsible for lost or damaged semen while in the possession of the Breeder's veterinarian.

BREEDER VETERINARY INFORMATION

CLINIC:	NAME:	
ADDRESS:		
TOWN:	STATE:	POST CODE:
PHONE 1:	PHONE 2:	
EMAIL:		

9. REPORTING, BREEDING CERTIFICATES AND REGISTRATION The Breeder agrees to notify the Stallion Owner on the date of insemination (and subsequent insemination dates). The Stallion Owner recommends an additional pregnancy check at 30-35 days post-ovulation to confirm presence of a viable single embryo. The Breeder is responsible for compliance with registry requirements for the use of frozen semen and payment of any fees for the subsequent registration of foals conceived.

10. ASSUMPTION OF RISK, WAIVER OF CLAIMS, INDEMNIFICATION The Breeder shall assume all responsibility for the condition and management of the Mare and will bear all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever and therefore agrees to hold the Stallion Owner, or any person employed or associated with Stallion Owner harmless for damages associated therewith. The Stallion Owner and semen storage and shipment facility make no guarantees, expressed or implied, as to the fertilizing capacity of any semen provided under the terms of this Agreement.

Breeder's Initials _____

ASSIGNMENT

This Agreement is non-transferrable, non-saleable and may not be assigned to another party; it may not be changed, modified, or amended except in writing, signed and agreed upon by all parties.

The parties hereto understand and agree to abide by the terms and conditions as set forth in this Agreement:

Breeder Signature: _____ Date: _____

Printed name: _____

Stallion Manager Signature: _____ Date: _____

Stallion Owner Signature: Mark Smith Date: January 31, 2026

If you have any concerns or questions, please contact either

Marion Mud
jrsclaimjumper@hotmail.com

Gail Smith
Smithshowhorses@aol.com
Text: 701-238-0737

Breeder's Initials _____