

**2024 Canadian Export Contract
STOLEN IDENTITY, ApHC , 654416
EQUINE FROZEN SEMEN BREEDING AGREEMENT**

1. PARTIES

This Agreement is made this _____ day of _____, 20____ by and between **Gail Smith** of Smith Show Horses, 34 15 14th St NW, West Fargo, ND, USA. Text: 1 (701) 238-0737 Smithshowhorses@aol.com, herein after referred to as 'STALLION MANAGER'.

NAME (hereinafter referred to as 'BREEDER'): _____

ADDRESS: _____

CITY: _____ STATE: _____ Post Code: _____

PHONE (1): _____ PHONE (2): _____

FAX: _____ EMAIL: _____

Gail Smith is the manager of the frozen semen of the stallion named **Stolen Identity**, a registered ApHC Stallion, Registration number 654614 (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 of mare: _____ Age: _____

Breed: _____ Registry: _____

Registration #: _____ Color: _____

Sire: _____ Dam: _____

Dam Sire: _____

Current Status (circle): In Foal/Foaling Maiden Open Barren

A photo of the mare and a copy of the mare's registration papers (if registered) must be submitted with this Agreement. **Only mares approved by the Stallion Manager will be accepted for breeding.**

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 Breeders execution of a separate 'Embryo Transfer Agreement'.

Breeder's Initials GS

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

2. TERM OF AGREEMENT

This breeding agreement is valid from the date executed above through the breeding season of the second consecutive year.

3. BREEDING FEES

Upon execution of this Agreement the Breeder hereby agrees to pay the Stallion Owner the following fees. The Breeder specifically agrees and understands that no semen will be shipped until all fees have been paid.

The frozen semen breeding fee, with live foal guarantee, for Stolen Identity is \$750USD. This represents a booking fee of \$300USD and the remaining stallion service fee of \$450USD. All fees are non-refundable, subject to the availability of frozen semen (Section 5).

A Multiple mare discount:

is available with a breeding fee of \$600USD (20% discount) for additional mare(s). This discount will also apply to a returning mare the next consecutive year. The multiple mare discount represents a booking fee of \$300USD and the remaining stallion service fee of \$300USD. All other other conditions apply.

The breeding fee is payable as follows:

The booking fee \$300USD is paid at the time of execution of this Agreement and the remaining service fee is payable prior to the first shipment of semen. **All shipping costs** will be paid to **Todd Sherrer** (Section 8).

Payment is to be made to: *Smithshowhorses@aol.com* at PayPal unless separate arranged payment has been made.

In the event the mare does not conceive during the first breeding season or for any other reason, if the Breeder exercises the right to a return breeding pursuant to the 'Live Foal Guarantee' section hereof, the Breeder shall pay the Stallion Manager a re-booking fee of \$300 prior to the first shipment of the following year. The conditions of the 'Live Foal Guarantee' are outlined in section 6.

4. ALLOCATION OF SEMEN

The breeding fee entitles the Mare Owner with up to two (2) doses of frozen semen for the current breeding season, shipped on a per cycle basis. 1 dose per cycle. (Suggested 4 straws per insemination or 8 straws per dose). If the mare does not settle during the first cycle the mare owner will be entitled to a second dose explained above.

If the Breeder exercises the right to a return breeding pursuant to the 'Live Foal Guarantee' section hereof, the Breeder shall receive up to 2 doses of frozen semen for the second breeding season, shipped on a per cycle basis at 2 inseminations per cycle, in exchange for payment of a re-booking fee as described in section 3. *See explanation above.*

- A "dose" is defined as 2 insemination units, as an example, (4 x 0.5mL straws x 2) containing a minimum of 800 billion total sperm, which upon thawing using the supplied thawing technique, shows at minimum of (target dose of 50%) post thaw progressive motility. Stallion Manager will provide thawing and handling instructions for the frozen semen when semen is shipped to a veterinary clinic other than where it is stored by the stallion owner.

Breeder's Initials *JS*

All semen shipped pursuant to this Agreement remains the property of the Stallion Owner. The stallion Stolen Identity has been tested negative for: contagious equine metritis and equine viral arteritis at the time of frozen semen collection between 10 June 2022 and 31 July 2022.

5. 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.

6. LIVE FOAL GUARANTEE

Should the Mare fail to conceive, abort, die, or not produce a "Live Foal", the Stallion Owner guarantees that the Breeder shall have the right to rebreed or substitute a mare (upon approval of the Stallion Owner) within the current or following year only. A 'Live Foal' shall be defined as a foal that stands, nurses, and survives for a period of at least 24 hrs. from the time of birth.

In the event the Mare does not produce a 'Live foal', the Breeder shall 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.

In the event the Mare loses or aborts the pregnancy, the Breeder shall provide Stallion Owner 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 Owner 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 during the first breeding season.

The Live Foal Guarantee to the Stallion shall lapse and the Stallion Owner shall have no further obligation under this section if:

1. Mare is bred by any other stallion without written consent of Stallion Owner prior to rebreed.
2. Mare is substituted with another mare without written consent of Stallion Owner.
3. Mare fails to conceive, aborts, or dies and Breeder fails to notify Stallion Owner as defined in this section.

Breeder's Initials *SL*

7. BREEDING AND MARE CONDITIONS

A Breeding Soundness Exam prior to breeding, including uterine culture and cytology, is recommended for all mares. The Stallion Manager reserves the right to require a Mare that has not settled within 2 breeding 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 Manager) 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 competent 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.

Once a successful pregnancy is obtained with the above named, Mare no further frozen semen will be provided or shipped. If the semen has been shipped, and the mare conceives on the first insemination, the purchaser has the option of returning the unused dose or purchasing it at the reduced price of \$625USD which may be used with a different approved mare, or in a future season with the same mare. If there is not a confirmation of pregnancy, in writing from the inseminating or scanning vet within 30 days of breeding, the purchaser will be charged for the second dose if it has been removed from the Stallion Owner’s nominated storage facility. A new Agreement with an approved mare, and paid fee, is required prior to use of the second dose.

VETERINARIAN INFORMATION:

Clinic: _____ Veterinarian: _____

ADDRESS: _____

CITY: _____ STATE: _____ POST CODE: _____

PHONE (1): _____ PHONE (2): _____

EMAIL: _____

8. SHIPPING FEES AND POLICIES

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 is stored at Todd Sherrer 450-204-3331

Todd Sherrer will be the shipping provider. All shipping costs, protocols and requirements will be calculated from that facility and paid directly to Todd Sherrer. Once the shipment arrives it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24 hrs of delivery

Breeder’s Initials *TS*

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. Stallion Owner will not be responsible for lost or damaged semen while in the possession of the Breeder's veterinarian.

9. REPORTING, BREEDING CERTIFICATES AND REGISTRATION

Breeder agrees to submit to Stallion Owner confirmation of the Mare's pregnancy at 14-16 days post ovulation and 45-60 days post-ovulation. Stallion Owner recommends an additional pregnancy check at 30-35 days post-ovulation to confirm presence of a viable single embryo.

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.

Stallion Owner will issue registry required breeding certificates providing receipt of written notification is signed by the attending veterinarian detailing dates of insemination and pregnancy examinations, pregnancy status as well as identification of the mare that was bred. Breeder must submit all insemination and pregnancy reports by 31 May.

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 Stallion Owner, or any person employed or associated with Stallion Owner harmless for damages associated therewith.

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.

11. JURISDICTION

This contract shall be interpreted in accordance with the laws in United States of America Any dispute arising from this Agreement shall be submitted to a Court of competent jurisdiction within West Fargo, ND, USA. Each party agrees to submit to the venue and jurisdiction of said courts.

12. 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: Gail R Smith Date: 1/10/2024

Printed name: Gail R Smith

Any arrangements made outside of this agreement will be attached to this contract and submitted at time of booking. All fees and dollar amounts are in US dollars. <https://www.xe.com>