



2017 FRESH SEMEN LFG BREEDING AGREEMENT FOR ROCAZINO

This Agreement is made this _____ day of _____, 2017 by and between *Equito Dressage LLC*, hereinafter referred to as "STALLION OWNER" and,

NAME ("MARE OWNER"): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ EMAIL: _____

This Agreement is made specifically for the following "MARE"

MARE INFORMATION:

Registered Name of Mare: _____ Age: _____

Breed: _____ Registry: _____

Registration #: _____ Color: _____

Sire: _____ Dam: _____

Dam Sire: _____

Breeding History of Mare: _____

Please include a copy of Mare's registration papers when returning the signed Agreement.



Mare Owner and Stallion Owner agree as follows:

- 1) Mare Owner will purchase one fresh semen breeding from the Stallion Owner for the ("Stallion") Rocazino (Oldenburg DE 433330696606). The cost is a total of \$1500 USD, comprised of a \$300 USD brooking fee and a \$1200 USD breeding fee. Payment will be made to Equito Dressage, LLC via check or credit card.
- 2) The \$300 USD booking fee is payable upon execution of this Agreement. The \$1200 USD breeding fee is due at least seventy-two hours before any semen will be shipped. Mare Owner understands that no semen will be shipped until all fees have been paid to both the Stallion Owner and the Collection Facility.
- 3) If the breeding was won via a stallion service auction, only handling, collection related, and shipping fees will be due to the Collection Facility. No fees will be due to the Stallion Owner. All other terms will still apply.
- 4) All sales are final upon acceptance of this Agreement. There will be no refunds given for an unused breeding. This breeding may not be sold without the express permission of the Stallion Owner.
- 5) Fresh semen sperm count, motility, collection and packaging procedures meet and/or exceed normal industry standards.
- 6) Mare Owner is responsible for all collection related, shipping, tank rental, and handling fees associated with delivery of the semen from the Collection Facility. Any shipments made to Canada may incur additional fees for paperwork, CFIA shipping permit request, and USDA endorsement fees.
- 7) Semen will be collected at the below location ("Collection Facility"):

NC State Equine Health Center
6045 US Highway 1 North, Southern Pines, NC 28387
Phone: (910)693-8773

Please contact the Collection Facility for current shipping fees, protocols, and requirements. All fees related to shipping and transfer of the semen will be due to the Collection Facility prior to shipment.

- 8) Stallion Owner shall provide fresh semen as stated above from the Stallion, but provides no other guarantees as to the condition of the semen once the semen has left the Collection Facility. 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.
- 9) Stallion Owner guarantees that Stallion is Equine Viral Arteritis ("EVA") negative as of January 2017 and that Stallion is vaccinated annually against EVA.
- 10) Stallion Owner recommends that a licensed veterinarian handle the insemination of the semen into the Mare.
- 11) If semen is used for a mare other than the Mare named in this Agreement without approval from Stallion Owner, another \$1500 USD fee and completed contract will be due immediately.
- 12) Mare Owner assumes 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; Mare Owner therefore agrees to indemnify and hold Stallion Owner, or any person employed or associated with Stallion Owner, harmless for all damages associated therewith.

Equito Dressage LLC
4985 Niagara Carthage Road - Southern Pines, NC 28387
equitodressage@gmail.com - equitodressage.com - (508) 932-7744

- 13)** Stallion Owner reserves the right to require that if Mare that has not settled within three heat cycles to have a full breeding soundness exam performed to determine the Mare's breeding soundness. This breeding soundness exam will be the responsibility of the Mare Owner. Stallion Owner also reserves the right to discontinue service to any mare upon detection of mare carrying infectious and/or contagious disease, or if any other applicable health concern reason applies. In the event of such service discontinuance, Mare Owner is obligated to substitute another more suitable mare to fulfill the terms of this agreement, or to sell the Agreement with the permission of the Stallion Owner.
- 14)** Mare Owner is responsible for keeping Stallion Owner informed regarding approaching ovulation to make sure there is enough time to collect and ship semen without missing the ovulation. Should Mare Owner not provide at least twenty-four hours-notice for a collection, Stallion Owner will do her best to accommodate the Mare Owner, but no guarantees can be made.
- 15)** Stallion Owner provides a live foal guarantee under this Agreement. The live foal guarantee is fulfilled if a foal is born alive, and is still alive within twenty-four hours of foaling. After this timeframe, the warranty is expired. Any external causes of trauma or death in the foal, including any neglect or negligence that results in the death of the foal, are not covered by the live foal guarantee, even if they occur within the twenty-four-hour timeframe.
- 16)** Should the foal not survive the twenty-four-hour timeframe, the Mare Owner will notify the Stallion Owner of the foal's death within forty-eight hours. The Mare Owner will then send a veterinary report to the Stallion Owner stating the foal's cause of death, via email or mail, within one week of the death of the foal or this clause shall become null and void.
- 17)** The live foal guarantee will allow the Mare Owner to re-breed the Mare, or a substituted mare agreed upon by both parties, the following season. No breeding or booking fee will be due to the Stallion Owner at that time, but all fees due to the Collection Facility, as mentioned in Section 6, will still be due.
- 18)** Stallion is approved for breeding with Oldenburg North America/International Sporthorse Registry, American Hanoverian Society, German Oldenburg Verband, American Rhineland Studbook, and American Warmblood Registry. The ability for a foal to be registered with each studbook will depend upon the Mare. Contact the registries above for further registration information.
- 19)** Mare Owner is responsible for compliance with registry requirements for the use of fresh semen and payment of any fees for the subsequent registration of any foals conceived. Stallion Owner will provide a breeding certificate to the Mare Owner.
- 20)** Upon confirmation of pregnancy at approximately fourteen days and confirmation of a heartbeat at approximately thirty days, Mare Owner will inform Stallion Owner so that a breeding certificate can be issued.
- 21)** In the event of Stallion death or the inability to produce and ship viable semen from the stallion contracted for this service, Stallion Owner will substitute this fresh semen agreement for either frozen semen from the same stallion or fresh semen from another Equito Dressage, LLC owned stallion of Mare Owner's choice.
- 22)** This Agreement constitutes the entire agreement between Stallion Owner and Mare Owner.
- 23)** This Agreement shall be interpreted in accordance with the laws in the State of North Carolina, and its validity and administration shall be governed by said laws.



Endorsement of this Agreement by both parties represents a binding contract, subject to all the above terms and conditions.

Mare Owner Signature: _____

Date: _____

Printed name: _____

Stallion Owner Signature: _____

Date: _____

Printed name: Fie Studnitz Anderson
Managing Member | Equito Dressage, LLC