



RODIOSO



BREEDING CONTRACT

2015

FRESH SEMEN

This Agreement is for **FRESH COOLED** transported semen from the **Oldenburg** stallion **RODIOSO**, licensed and approved by the *German Oldenburg Verband, International Sporthorse Registry/Oldenburg North America* and *Rhineland Pfalz-Saar* registration # 33-04202-96 entered into this day _____ of _____ 2015 by and between Pamela T. Pentz, herein referred to as **Stallion Owner** and

_____ herein referred to as **Mare Owner**
(Address) _____

(Phone) _____ (Cell) _____

FED EX account number. _____

All shipments of fresh semen (exception first shipment) will be charged to the **Mare Owner's** Fed Ex account number. Failure to supply a Fed Ex account number will delay shipment of semen until the number is supplied. See 7c below.

1. The **Stallion Owner** agrees to ship no less than 40 cc of viable semen to **Mare Owner** via disposable shipping container supplied by Equine Express II. The mare to be inseminated is identified as follows:

Registered name: _____

Breed Registry and Number: _____

Color and Markings: _____

Sire and Registration Number _____

Dam and Registration Number _____

The **Mare Owner** agrees to provide with this agreement a copy of the mare's registration papers if registered.

2. The **Mare Owner** hereby certifies that he/she is the owner/lessee of the mare to be inseminated and has the legal right to execute this agreement.
3. The **Mare Owner** certifies that the mare has been examined by a licensed veterinarian and is found to be breeding sound.
4. The **Mare Owner** shall contact the **Stallion Owner** by phone: **(425) 483-9583 PST 24 hours** prior to the need for collection and shipment of semen. Semen will be shipped via Federal Express for next day delivery. No delivery will be available on Sunday or Monday. Saturday delivery is limited in some areas. The **Stallion Owner** shall provide the **Mare Owner** with advanced notice of when **Rodioso** shall NOT be available for collection.
5. **Rodioso's** breeding season for fresh cooled semen shall be **April 15 to September 1, 2015**.
6. The **Mare Owner** agrees to the following charges and expenses:
 - a) **\$500.00 Non Refundable** booking fee to be returned with this contract.
 - b) **\$1000.00** service fee for a total stud fee of **\$1500.00** due before collection and shipment of semen.
 - c) **The first collection, shipping container and shipping fees are complimentary.** Any further collection and shipment of semen shall be at the **Mare Owner's** expense and billed thru a Fed Ex account number supplied above.
 - d) **All fees and charges are payable in USD (United States Dollars) by check or money order. We DO NOT accept credit cards.**
 - e) All fees and charges incurred for servicing the mare are for the account of the **Mare Owner**.
7. A licensed veterinarian must administer semen to the mare within 24 hours of receipt.
8. This contract carries with it a **Live Foal Guarantee (LFG)**. If the mare fails to conceive, or aborts or the resulting foals fails to stand and nurse within 24 hours and dies the **Mare Owner** has a "right to return" until a live foal is produced. A veterinarian certificate stating the reproductive state of the mare or condition of the foal must accompany a request for a return breeding.
9. Should the mare named in this agreement become ill, injured or otherwise unable to conceive a foal, the **Mare Owner** may substitute another mare with prior consent from the **Stallion Owner**.

10. This contract is limited to the parties hereto and may not be transferred or assigned by the **Mare Owner**. In the event the mare is sold or leased there shall not be a refund of any fees already paid.

11. Should **Rodioso** become ill, injured, and infertile or for any other reason become unable to supply viable semen to the **Mare Owner** all fees (less booking fee) shall be returned to the **Mare Owner**.

12. The **Stallion Owner** agrees to provide the **Mare Owner** with all necessary paper work for the inspection and registration of the resulting foal in all of Rodioso's licensed registries.

13. There is no time limit on this contract and extends to the natural life of **Rodioso**.

14. The **Mare Owner** shall hold harmless **Pamela T. Pentz, Derby Farms**, their agents and employees against any claims for damage or injury to the mare or resulting foal from this breeding.

15. This agreement is binding upon the parties hereto governed in accordance with the laws of the State of Washington and venue for any litigation arising there from shall be in King County, Washington. The prevailing party shall be entitled to receive reasonable attorney's fees and costs of litigation.

Mare Owner Signature. _____

Stallion Owner Signature. _____

Date: _____

***Please sign and make checks payable to Pamela T. Pentz. Retain a copy for your records.**

**Derby Farms
17720 NE Woodinville-Duvall Rd
Woodinville, WA 98072
Phone (425) 483-9583**