

2020/2021 Breeding Contract – Intensimotion

THIS AGREEMENT, made on the date last shown below by and between Laura van der Weide (“STALLION OWNER”) and the undersigned Owner or Lessee of the mare described below (“MARE OWNER”):

1. **BREEDING.** The MARE OWNER hereby engages one breeding service to INTENSIMOTION, AQHA #5997511 (“STALLION”) for the mare (“MARE”) listed here for the 2021 breeding season.

MARE Name: _____ Registries/Registration #: _____

2. **BREEDING FEE AND BOOKING FEE.** The Breeding Fee shall be € _____, which includes a nonrefundable booking fee of €100, payable with this Agreement, which reserves a breeding for the MARE in the STALLION’S book for 2021. MARE OWNER agrees to pay the balance of the Breeding Fee and any other fees due before any shipment of semen shall be made.
3. **SHIPPING TERMS AND CONDITIONS.** Breeding will be provided by Fresh Cooled Semen, which will be handled at the stallion station. The costs for collecting, shipping and additional vet fees is to be paid by the MARE OWNER. The STALLION OWNER is not responsible for any shipping delays or delivery problems during transport to the MARE OWNER.
4. **CONDITION AND OWNERSHIP.** MARE OWNER represents and warrants that the MARE is in sound breeding condition and free from disease and infection. MARE OWNER certifies that the address of record for shipment is a facility suitable for, and with a veterinarian competent in, equine artificial insemination. If MARE is not pregnant or did not have a foal in 2021, MARE OWNER agrees to provide a negative uterine culture with cytology within 30 days prior to first request for semen in 2021. If multiple shipments are requested, STALLION OWNER reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments. A copy of the MARE’S certificate of registration reflecting the ownership of the MARE by the MARE OWNER must be submitted with this Agreement together with the completed EXHIBITS. If the MARE OWNER is a lessee of the MARE, then MARE OWNER should also submit a lease agreement or other document reflecting recognition by the applicable breed registry of that lease.
5. **LIVE FOAL GUARANTEE (LFG).** The MARE OWNER is guaranteed one “Live Foal”, meaning a foal which stands, nurses, and lives for 24 hours. If the MARE proves barren, aborts her foal, or the foal is stillborn, a return season will be provided in 2022 only, provided proper notification is given. Proper notification shall be a written certification by a licensed veterinarian within seven days that the MARE produced a nonviable foal or by August 1, 2021 if MARE fails to become pregnant during breeding season. This Live Foal Guarantee shall be void if a) upon the failure of MARE OWNER to comply with the instructions provided in this Agreement, b) if mare is not bred for at least 3 cycles if she does not become pregnant, c) resulting embryo is flushed and frozen for later implantation in a recipient mare, or d) upon the failure of MARE OWNER to bring the MARE to the breeding farm for care and insemination during the subsequent breeding season upon the STALLION OWNER’S request. If the mare is sold, this LFG shall transfer and remain with the MARE, providing the STALLION OWNER is given written notification at time of sale. A booking fee for the rebreed year may be required.
6. **MULTIPLE FOALS.** The fees identified in paragraph 2 are for one foal for the 2021 breeding season from this MARE. Should more than one embryo or foal result from a breeding, MARE OWNER shall pay an additional Breeding Fee for each additional embryo or resulting foal. Such payment shall be due within 60 days of breeding if embryos are flushed from the MARE, or within two weeks of foaling in the case of twins. Interest and penalties may be applied if additional Breeding Fees are not paid within these specified timeframes. No breeding certificate for any foal shall issue without such additional payment.
7. **SUBSTITUTION.** If the STALLION dies, is sold, or becomes unfit for service prior to settling the MARE, then at the sole option of STALLION OWNER, this Agreement may be fulfilled using the STALLION’S frozen semen, using another stallion owned by Stallion Owner or may terminate this Agreement, in which case 50% of the Breeding Fee (not including the Booking Fee) shall be refunded to the MARE OWNER. No substitutions will be provided or fees will be refunded if the MARE has been bred and settled at least once. No fees will be refunded beyond the current breeding season. If the MARE dies before being settled, another mare may be substituted only upon the express written consent of the STALLION OWNER.
8. **BREEDERS CERTIFICATE/BREEDING REPORT.** Upon notification of birth of a live foal, and full payment of all fees and expenses, and the performance of all other obligations of MARE OWNER under this Agreement, STALLION OWNER shall issue one breeder’s certificate to the MARE OWNER. MARE OWNER must, at the latest on September 1st, send the breeding dates and pregnancy status. If MARE OWNER fails to do so, there will be a late fee of €100 to list the MARE on the breeding report.
9. **WARRANTIES. NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT NOR THE SEMEN DELIVERED UNDER THE AGREEMENT.**
10. **AGREEMENT.** This Agreement: a) may neither be assigned nor transferred in any other manner, absent the express written permission of STALLION OWNER; b) constitutes the entire agreement of the parties; c) supersedes all other agreements or understandings between the parties; d) may not be amended in any manner other than in writing executed by both parties; e) shall be interpreted in accordance with the laws of the State of Ohio; and f) shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties. The failure of STALLION OWNER to require performance of any provision of this Agreement shall not affect STALLION OWNER’S right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
11. **BINDING EFFECT.** This Agreement shall become binding when: a) MARE OWNER has paid the Booking Fee to STALLION OWNER; and b) STALLION OWNER accepts and so notifies MARE OWNER.

12. **OTHER AGREED CONDITIONS.** _____

Signature of MARE OWNER (“MARE OWNER”)

Name of MARE OWNER

Accepted this ____ day of _____, 20 ____.

By Laura van der Weide (“STALLION OWNER”): _____ (Agent)