



BREEDING CONTRACT

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LAZY LOPER- AUSTRALIA

This contract dated _____ is between ("Mare Owner") _____ and Fritz Leeman (Owner), LEEMAN FARM (Breeder). One service to **LAZY LOPER, Reg No. 4063210** (Stallion) for the (Mare) _____ Reg. # _____ Breed _____ for the 2022 season at \$ _____. The following conditions of service are mutually agreed between Mare Owner/Agent, named above and Leeman Farm upon execution of this contract:

\$ <u>500</u>	Non-Refundable Booking Fee- Payable to Fritz Leeman Farm
\$ _____	Balance of Stallion Fee- Payable to Fritz Leeman Farm
\$ _____	Non-Refundable Farm Fee- Payable to Fritz Leeman Farm (if applicable)
Additional Terms:	

1. Fees and Expenses:

- a. **Charges:** A booking fee of \$ 500.00US is due with signed contract. Balance of the stud fee \$ _____ is due before shipment of Frozen Semen. **2 Doses (16 straws)** of Frozen Semen are **included** in the Breeding Fee for new contracts. A Frozen Semen Shipment includes the processing and shipping of frozen semen. The frozen semen is stored at and will be distributed by Equine Services of Germany. Transportation of Frozen Semen from the Storage Facility is the responsibility of Mare Owner. For embryo transfer mares, should more than one embryo result from breeding, mare owner must immediately report the additional embryo and pay an additional Stud Fee upon heartbeat check. **Failure to report an additional embryo could result in denial of a Breeders Certificate.**
- b. **Use of Frozen Semen:** There will be no refunds on any unused frozen semen. Any unused Frozen Semen remains the property of Fritz Leeman. Any unauthorized use of Frozen Semen may result in penalties. No breeding shall take place with Frozen Semen without signed contracts and payment in full for a Breeding Fee to LAZY LOPER. Frozen Semen shall only be used for the Mare that is listed on this contract. Unused Frozen Semen shall be returned to the Storage Facility or destroyed at the discretion of the Stallion Owner. Should a Mare Owner desire to keep unused Frozen Semen in Storage a report of straws on hand and location must be submitted to Stallion Owner for approval.
- c. Additional breeding doses, if necessary, will be paid for in advance by the Mare Owner at the rate of \$250.00 per dose **depending upon availability.**

2. Mare Registration: A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT. **SHIPMENTS WILL NOT BE SENT IF REGISTRATION PAPERS ARE NOT PROVIDED.**
 _____ Mare Owner initial

3. Insemination Report: Breeding dates **must** be provided to European Representative DAVID MAISONETTE by **September 1st** of the 2022 breeding year. Failure to do so will result in Mare Owner being responsible for penalty fees. **Mare Owner initials** _____

4. Breeding Season: For purposes of this agreement, unless otherwise specified for a particular stallion, the breeding season shall begin February 1st and close July 1st of the year on this agreement

5. Live Foal Guarantee: The mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare the following season only, to the Stallion for no additional Stud Fee however there will be a **\$1250.00US Rebreed Fee** which includes 2 doses of frozen semen, provided proper written notification that the Mare has slipped or produced a nonviable foal or failed to conceive. Proper notification must be received within one week of the nonviable foal being born. STALLION OWNER, LEEMAN FARM OR ITS EMPLOYEES shall not be held liable for the loss of any pregnancy whether it is slipped or a non-viable foal is produced. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal. If written notification is not received by the STALLION OWNER the rebreed may not be honored at the

- STALLION OWNERS discretion. Mare Owner will be responsible for the cost and transport of additional Frozen Semen for the Rebreed Year.
6. **Embryo Transfers:** Mare Owner agrees to notify Fritz Leeman Farm that this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to pay a stallion fee of **\$2500.00** for each additional live foal. Additional breeders certificates will be issued upon receipt of Stallion fee(s). **In the event that an embryo is sold, the live foal guarantee will be null and void. Fritz Leeman strongly recommends the purchase of embryo insurance.** _____ Mare Owner initials
 7. **Vitrified (frozen) embryos:** Mare Owner agrees to notify Fritz Leeman Farm that the embryo was vitrified within 48 hours of recovery. If vitrified embryo(s) are utilized in the off season (from July 1st thru January 31st), then the contract is considered fulfilled. **For each frozen embryo not reported on time a penalty of \$1000.00 for administrative fees will be assessed. All frozen embryos being transferred in a later year must be reported to Fritz Leeman Farm upon positive pregnancy check. Mare Owner will be required to pay the breeding fee in effect at the time the frozen embryos result in a confirmed pregnancy. THERE IS NO LIVE FOAL GUARANTEE FOR VITRIFIED EMBRYOS.** _____ Mare Owner initials
 8. **Breeder's Certificate:** A Breeder's Certificate will be issued only after owner has notified Fritz Leeman that the mare has produced a live foal and all bills on the mare have been paid in full.
 9. **Frozen Semen:** **Frozen semen is shipped on a per mare cycle basis, with a maximum of only two breeding doses per shipment allowed.** The frozen semen is stored at and will be distributed by Equine Services of Germany. Transportation of Frozen Semen from the Storage Facility is the responsibility of Mare Owner. Fritz Leeman Farm only assumes responsibility to ship frozen semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit. Fritz Leeman Farm does not guarantee the fertility of any stallion but agrees to ship only commercial quality frozen semen with a documented post-thaw motility of 30% or greater. Mare Owner agrees to use all the frozen semen provided by the Agreement for the mare names in this Agreement and no other. _____ Mare Owner initials
 10. **Rebreeds:** All rebreeds are subject to a \$850.00 Farm fee which includes 2 doses of frozen semen.
 11. **Mediation and Arbitration:** Any dispute relating to the interpretation or performance of this agreement shall first be submitted to mandatory mediation to a mediator selected by agreement of the parties. Should the parties be unable to agree on a mediator, the dispute shall be submitted to a Stark County, Ohio Mediation Center. The parties shall share the cost of mediation equally. Should a party not participate in the mediation, the non-participating party shall be charged with the cost of the mediation which said cost shall be considered a liquidated damage provision to be applied as damages in any subsequent action without consideration as to the prevailing party in such action. If the mediation does not successfully resolve the dispute between the parties, the dispute shall be resolved, at the request of either party, through binding arbitration. Arbitration shall be conducted in Stark County, Ohio, in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction. The Mare Owner and Breeder intend that this agreement to arbitrate be irrevocable. If either party is required to retain the services of an attorney to enforce any term or obligation arising out of or in connection with this agreement, or the collection of any monies due and owing under or pursuant to the terms of the agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable costs of collection and attorneys' fees) incurred in the enforcement of the agreement or any proceeding related thereto.
 12. **Substitution:** In the event that the Stallions dies or becomes unfit for service, or in the event that the Mare dies during the breeding season, the Mare Owner may substitute another mare or breed the Mare to another stallion at the Breeder's farm, as may be agreed by both the Mare Owner and the Breeder. Frozen semen may be offered to fulfill the remainder of the contract to the Mare Owner and the parties to this agreement will be released from any further rights, obligations or liabilities hereunder.
 13. **Binding and Entire Agreement:** This contract, when signed by the Mare Owner and the Stallion Owner/ Breeder and accompanied by payment of the Stud Fee and Expense Fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.
 14. **Counterparts and Facsimiles:** This contract may be executed in any number of counterparts which, taken together, shall be considered as single contract, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.
 15. **Genetic Testing:** LAZY LOPER is N/N for HERDA, HYPP, GBED, PSSM, MH, IMM, OLWS

European Agent- David Maisonette

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BILLING INFORMATION (of MARE OWNER):

Full Name _____

Address _____

Zip, Town _____

Country _____

Email _____

Phone Number _____

SHIPPING ADDRESS (APPROVED CLINIC FOR INSEMINATION WITH FROZEN SEMEN):

Name of Clinic _____

Address _____

ZIP, Town _____

CREDIT CARD INFORMATION:

I hereby authorize Fritz Leeman Farm to charge the following Credit card for expenses not prepaid:

Circle One: VISA MasterCard AMEX DISCOVER

Name as appears on card: _____

Card Number: _____

Exp Date: _____

Signature: _____

