

One Hot Krymsun
2022 Breeding Contract – Fresh Shipped Cooled Semen

THIS AGREEMENT, made on the date shown below by and between BAILEY FARM, LLC (“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 ONE HOT KRYMSUN, AQHA #3837080 (“STALLION”) for the mare (“MARE”) listed here and further described in EXHIBIT A for the 2022 breeding season. (Separate Contract per mare.)
Mare Name: _____ Registries/Registration #: _____
2. **BREEDING FEE AND BOOKING FEE.** The Breeding Fee shall be \$_____, which includes a non-refundable booking fee of **\$500**, payable with this Agreement, which reserves a breeding for the MARE in the STALLION’s book for 2022. 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 shipped according to the TERMS AND CONDITIONS FOR SHIPPED COOLED SEMEN set forth in EXHIBIT B which is incorporated by reference. Frozen semen may be available and may require additional fees. If frozen semen is available, a separate completion of TERMS AND CONDITIONS FOR FROZEN SEMEN will be required.
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 2022, MARE OWNER agrees to provide a negative uterine culture with cytology within 30 days prior to first request for semen in 2022. 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 current 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 does not stand and nurse, a return season will be provided in **2023 only**, provided proper notification is given. Proper notification shall be a written certification by a licensed veterinarian within seven days of foaling that the MARE produced a nonviable foal or by August 1, 2022 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. One dose of frozen semen will be set aside, in case it is needed and if fresh semen is not available, for use by the MARE until this LFG is met. An additional fee will be required before frozen semen is shipped and can be used.
6. **MULTIPLE FOALS.** The fees identified in paragraph 2 are for one foal for the 2022 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 designated 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.** 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.
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”)

Date

Printed Name of MARE OWNER

Accepted By BAILEY FARM, LLC (“STALLION OWNER”): _____ (Agent)



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EXHIBIT A – MARE, Contact, Shipping, & Billing Information

MARE Name: _____	Registration #: _____
MARE's Sire: _____	Year Foaled: _____
MARE's Dam: _____	Color/Pattern: _____
Registered Owner Name: _____	If Leased, Lessee: _____
Owner Association ID: _____	Lessee Association ID: _____
Owner/Lessee Address: _____	Agent Information (if applicable)
_____	Agent Name: _____
Owner Cell Phone: _____	Agent Cell Phone: _____
Owner Other Phone: _____	Agent Other Phone: _____
REQUIRED email address: _____	Agent e-mail address: _____
MARE Status: <input type="checkbox"/> Maiden <input type="checkbox"/> Open for 2022 Season <input type="checkbox"/> Expecting/Delivered 2022 foal (Due date: _____)	
Embryo Transfer: <input type="checkbox"/> NO <input type="checkbox"/> YES	
Breeding Method: <input type="checkbox"/> Shipped Cooled Semen <input type="checkbox"/> Cooled Semen Pickup	

Shipping Information

Shipping Contact: _____	Shipping Loc. Phone: _____
Shipping Address: _____	Shipping Location Cell: _____
_____	Shipping Location Fax: _____
_____	Closest Airport: _____
Check All That Apply: <input type="checkbox"/> Fedex Hold Needed* <input type="checkbox"/> No Saturday Delivery At Address* <input type="checkbox"/> Other Special Instructions**	
*Hold / Sat. Delivery Addr.: _____	
**Other Spec. Instructions: _____	

Payment Information (required)

Payment of Fees By: <input type="checkbox"/> Check or Money Order <input type="checkbox"/> Paypal	<i>4% fee will be added for Visa/Mastercard/Discover/Amex. We also accept Paypal and Venmo. If Paypal or Venmo are used, please send money as a friend to bailey@qtrhorse.com, otherwise additional fees may be due.</i>	
<input type="checkbox"/> Credit Card <input type="checkbox"/> Venmo		
Card Billing Address: _____	Credit Card Number: _____	Exp. / _____
Card Billing Zipcode: _____	Name on Credit Card: _____	
Card Security Code: _____	Cardholder Signature: _____	

Please make all checks payable to Bailey Farm, LLC.

PLEASE INCLUDE A CURRENT COPY OF MARE'S REGISTRATION PAPERS.

I have received and agree to Terms and Conditions for Shipping Cooled Fresh Semen (Exhibit B.) _____

MARE OWNER INITIALS



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EXHIBIT B – Terms and Conditions for Shipping Cooled Fresh Semen

These Terms and Conditions for Shipping Cooled Fresh Semen govern the requirements and service agreements for fulfilling the Cooled Fresh Semen Breeding Contract for the STALLION to the MARE:

1. The entire Breeding Fee, all chute/collection fees must be received at Bailey Farm before semen will be shipped.
2. All shipping charges will be the MARE OWNER's responsibility. The charge for a standard overnight delivery is \$300 and a same-day (counter-to-counter) shipment within the U.S. is \$400. *Late calls for semen shipments may be subject to an additional \$50 courier fee.* Special requests that result in extra fees from the carrier (such as Priority First service) will be passed on to MARE OWNER. All shipping charges must be paid in full before semen will be shipped to the MARE.
3. Due to Canadian Customs restrictions, fresh semen shipments to Canada require extra coordination and handling. The charge for a standard overnight shipment to Canada is \$600. *It is the MARE OWNER's responsibility to ensure that Fedex will deliver overnight shipment to their location.* Same day shipments are sometimes not possible to Canada, but counter-to-counter shipments received next day, may be possible when Fedex will not guarantee overnight delivery. Counter-to-counter shipments to Canada will be charged an additional \$100 for a total cost of \$675. It is the responsibility of MARE OWNER to know when customs offices in Canadian airports are open to ensure the shipment can be picked up in a timely manner. MARE OWNER is responsible for obtaining a Canadian Shipped Semen Permit. Canadian shipping permits and procedures are documented and available upon request. Canadian shipments **MUST** be requested at least 24 hours in advance of collection and must be scheduled for a weekday due to USDA requirements.
4. Ordering and confirming the availability of shipped semen is the MARE OWNER's responsibility according to the following terms:
 - a. The STALLION will be collected on **BREEDING DAYS ONLY**, which are **Monday, Wednesday, and Friday**, beginning Feb 1 through June 25, 2022.
 - b. Advance notice of general shipping date is requested to guarantee the availability of semen.
 - c. Once the anticipated shipment date has been established, a confirmed shipped semen order must be made **BEFORE 9AM EST** of the collection day for standard shipments or no later than 5 PM the day before collection for counter-to-counter shipments. We cannot guarantee semen shipment availability for late calls, but we will do our best to provide service. Any late calls that can result in a shipment may be subject to a \$50 late charge, which must be paid prior to shipping.
 - d. It is very rare but it should be understood that the number of semen shipments for a given breeding day may be limited. In this event, priority for shipped semen will be given first to mares shipping on their first cycle, and thereafter on a first-come, first-served basis.
5. Fresh semen will ship in good condition disposable shipping containers. Disposable shipping containers **do not need to be returned**.
6. Each semen shipment will contain enough live sperm cells to inseminate one mare. Any attempt to breed more than one mare without prior approval may void this contract and/or incur additional charges which must be paid immediately.
7. Fresh semen may not be frozen and stored for later use without express written consent of STALLION OWNER.
8. The Breeding Farm is not responsible for any semen shipment once it leaves its care and custody. Once received, the container should be stored in a cool dry place and unopened until time to inseminate the mare. Ideally, the entire unopened shipping container will be stored in a refrigerator.
9. These terms and conditions shall be interpreted and enforced under the laws of the State of Ohio. If any clause herein is against Ohio State Law, that clause of these terms and conditions shall be null and void. The balance of the agreement will remain in force.

Semen Ordering (Please call and leave a detailed message.) **Becky's Cell: 513-659-1659**

