

# ONE HOT KRYMSUN 2022 FROZEN SEMEN BREEDING CONTRACT

This contract is made and entered into this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by and among the undersigned Rebecca Bailey, Agent ("Agent") for Bailey Farm LLC, ("Stallion Owner") and \_\_\_\_\_, Mare Owner or Lessee ("Mare Owner"). This contract sets forth all rights and responsibilities of the parties for the 2022 breeding season.

1. **Breeding Privilege.** Mare Owner agrees to breed the mare(s) ("The Mares") named below to One Hot Krymsun ("Stallion"), AQHA Registration #3837080, during the 2022 breeding season, defined as Feb 1, 2022 through Jul 1, 2022.

<u>Mare Name</u>	<u>Registry</u>	<u>Req. No.</u>	<u>Year</u>	<u>Sire</u>	<u>Dam</u>
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2. **Stallion Service Fees.** Mare Owner agrees to pay a non-refundable, non-transferable booking fee of \$500 USD for each mare to hold a position for the 2022 season. Mare Owner further agrees to pay a non-transferable stallion service fee of \_\_\_\_\_ to breed to Stallion for the 2022 breeding season using imported frozen semen prior to the shipment or use of semen. Shipping fees and container rental are not included in these fees.

3. **Contract must be signed and approved prior to breeding mare.** Mares bred prior to receiving contractual approval will be subject to a penalty in the amount of the current advertised stallion service fee prior to obtaining a breeding certificate.

4. **Shipping Frozen Semen.** a) For the above fees, Mare Owner is entitled to receive up to one (1) dose of frozen semen for use on The Mare in 2022. One additional dose of semen will be reserved for use upon notification and verification of need. There is no guarantee that additional doses of semen will be available beyond these doses. If both doses have been used in 2022, a third additional dose will be reserved in case a rebreed is required in 2023, Additional doses will incur an additional fee of \$300 USD per dose plus shipping charges. Frozen semen will only be shipped to the address of a veterinarian approved by Stallion Owner or its storage agent. The parties agree that the obligations of performance by the shipping agent and by Stallion Owner shall be met when the frozen semen shipment is accepted at the designated veterinarian's shipment address. Acceptance shall be defined as the parcel delivery carrier actually delivering the shipment container to the address of record and receiving a signature from a representative of the address of record on the shipment documents maintained during the ordinary course of business by the carrier. The parties understand and agree that risk of loss transfers to the Mare Owner upon acceptance of delivery. Stallion Owner retains ownership rights to any unused doses/straws of semen and reserves the right to reclaim those doses at no cost to Mare Owner. Unused doses of frozen semen **may not** be used in any other year or on any other uncontracted mare without advance approval in writing from Stallion Owner. Failure to adhere to this condition may result in inability to register the resulting foal, and will result in additional fees.

5. **Registration, Condition, and Ownership of The Mares.** Mare Owner warrants that each of The Mares are healthy, in sound breeding condition, between 3 and 18 years of age, are registered with AQHA (American Quarter Horse Association), APHA (American Paint Horse Association), or ApHC (Appaloosa Horse Club) and that Mare Owner is the current owner or lessee of record for The Mares. A current copy of the mare's registration papers proving current ownership, or papers and a fully executed lease agreement from Mare's breed association, must be attached to this Agreement. Mare Owner further warrants registration papers and lease agreements for Mare are accurate and show Mare Owner to be current owner or lessee of Mare.

6. **Breeder's Certificates.** Breeder's reports will be submitted and Breeder's Certificates will be issued and mailed to Mare Owner for each of The Mares which immediately following the live birth of foal, providing that a) Mare Owner's veterinarian provides (by mail, fax, or email) completed and signed insemination certificates for each insemination complete with number of doses of semen used, and b) all accounts are fully paid to stallion owner and agent. Breeder's Certificates for additional registries (not listed in #5 above) may be available at a fee of \$100 each plus any costs to submit a breeding report for the organization.

7. **Waiver of Liability.** Mare Owner agrees to diligently try to settle The Mares. If any of The Mares does not settle, Mare Owner will hold Stallion Owner harmless from any loss or damage. Stallion Owner is not liable for any injury, sickness, disease, or death of Mare or her offspring arising from the exercise of the breeding privileges granted herein.

8. **Live Foal Guarantee ("LFG").** Stallion Owner provides a limited guarantee that a single "Live Foal" will result from the breeding privilege granted herein for mares who are between 3 and 15 years of age in 2022. The term "Live Foal" means that a foal stands alone, nurses, and lives for twenty-four (24) hours. If a Live Foal does not result from the breeding, Mare Owner will be entitled to rebreed Mare to Stallion in the 2023 breeding season only. The LFG will become void if the following conditions are not met:

- Mare Owner must forward a certification signed by the breeding vet that Mare did not settle and is not in foal by the end of breeding season; or
- Mare Owner must notify Stallion Owner within forty-eight (48) hours of foaling or aborting that the mare did not produce a live foal; and within fourteen (14) days after Mare Owner's notice to Stallion Owner, the Mare Owner certifies to Stallion Owner that the birth was properly attended, and also provides proof of proper administration of rhinopneumonitis vaccine in the 5<sup>th</sup>, 7<sup>th</sup>, and 9<sup>th</sup> months of gestation, and also produces a statement from Mare Owner's licensed veterinarian stating details explaining the failure of the mare to produce a live foal.

Unless approved by Stallion Owner in writing, the LFG shall be void and Stallion Owner will be released from liability if Mare is sold prior to foaling. Contractual privity can only be extended by Stallion Owner in writing. A 2023 booking fee will be required prior to rebreed.

9. **Substitutions.** Mare Owner shall not sell, gift, donate, or assign this breeding contract or privilege. Substitution of mares is forbidden without the express written consent of Stallion Owner. Attempts to assign or substitute without prior written consent of Stallion Owner will terminate this Agreement and release Stallion Owner from its obligations. However, if any of The Mares dies or becomes unfit to breed prior to breeding, Mare Owner shall be required to select and Stallion Owner will approve a substitute Mare, owned by or leased to Mare Owner, to Stallion. No refunds shall be given.

10. **Multiple Foals.** Should more than one embryo or foal result from a breeding, Mare Owner must pay an additional Stallion Service fee for each additional embryo within ninety (90) days of the last breeding date to receive a breeding certificate for additional foals. No additional booking fee would be due.

11. **WARRANTY. NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING COVERED BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED FROZEN SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED FROZEN SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE THAWED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS WILL BE GIVEN.**

12. **Entire Agreement and Proper Parties.** This Agreement constitutes the entire agreement between the parties. This Agreement cannot be amended except in writing and signed by both parties. The parties signing below represent that they are fully authorized to execute this Agreement.

13. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Ohio, USA and will inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of Ohio, USA. All objections as to venue are waived. The prevailing party shall be entitled to all legal fees, costs and expenses should a dispute arise between the parties.

14. **Other.** \_\_\_\_\_

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_.

\_\_\_\_\_  
Stallion Owner or Agent Date

\_\_\_\_\_  
Mare Owner/Recorded Lessee Date

## ONE HOT KRYMSUN 2022 FROZEN SEMEN BREEDING CONTRACT

**Payment Method:**

<b>Credit Card Payment:</b> (5% fee applied) <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard  Name on Card: _____ Card Number: _____ Exp: _____ Billing Address: _____ CCV Code: _____                          Amount: _____ Signature: _____	<input type="checkbox"/> <b>Check in US Dollars</b> mailed to: Bailey Farm LLC 10644 Harrison Rd Loveland, OH 45140 USA  <input type="checkbox"/> <b>Funds Deposited</b> to the Account of: <b>Bank:</b> USBank 375 W Main St, Owensville, OH 45160 <b>Routing:</b> 042000013 <b>Account:</b> [Write For Acct Number] (Please add \$40 USD fee per wire transaction)
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**Mare Owner/Lessee Contact Information:**

Mare Owner or Lessee:			
Association ID#(s) of above:	Registry:		
Farm Name:			
Billing Name:			
Billing Address:			
City, Postal Code, Country:			
Daytime Phone:		Evening Phone:	
Fax Number:		Cell Phone:	
<b>REQUIRED e-mail address:</b>			
Embryo Transfer:	<input type="checkbox"/> YES <input type="checkbox"/> NO (Very Important. Please let us know if mare will also carry a foal.)		
Mare Status:	Mare IS <input type="checkbox"/> Maiden or open for this season OR <input type="checkbox"/> Expecting/has a foal		

**Veterinarian and Shipping Information:**

Veterinarian's Name:			
Address:			
City, State, Postal Code:			
Phone:		Cell Phone:	
Fax Number:		Veterinarian's email:	

**Note:** Please be sure to send a copy of each mare's current registration papers with this form.

### Comments/Notes

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