

Emerald Hill Trakehners
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Ocala, FL 34482
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**STALLION CONTRACT FOR TRANSPORTED FRESH COOLED OR FROZEN
SEmen DELIVERY. READ CAREFULLY**

This contract made and entered into this the day _____ of _____, 2019, by and between Anissa Cottongim/Emerald Hill Trakehners hereinafter called "EHT", having the mailing address above, and _____ residing at _____

Phone #: _____ email: _____
hereinafter called "Purchaser," for the breeding of Purchaser's mare (described below) to Tatendrang, 2006 Approved Trakehner Stallion by Onassis *E* (hereinafter referred to as "stallion") for the present breeding season, subject to the following terms and conditions:

Purchaser's Mare: Name: _____ DOB: _____

Color and Description: _____

Registry: Number: _____

Sire: Dam: _____

Fees:

1) Stallion Service Fee: The Purchaser shall pay to EA (select one below):

Frozen semen by the dose with NO Live Foal Guarantee: The sum of six-hundred (\$600.00) dollars per dose (shipping will be charged at actual cost). One dose = eight straws.

Frozen semen with Live Foal Guarantee: The sum of One-thousand-five-hundred (\$1500.00) dollars to include 2 initial semen doses (shipping will be charged at actual cost). One dose = eight straws

Fresh shipped semen with Live Foal Guarantee: The sum of One-thousand-five-hundred (\$1500.00) DOLLARS for the services of stallion (This includes the first collection and shipping charges (within continental US) – after the first dose shipping/collection will cost \$250 within the continental US.

The stallion service fee must be received prior to the shipping of any semen unless other arrangements are made in advance.

2) Future Year Booking Fee: At EFT's discretion, if this contract is extended to more than 2 years, the Purchaser agrees to pay a Booking Fee, in the amount of Two-Hundred Dollars \$200.00 to ETF for each future year (beyond 2) in which the contract is extended.

3) This contract is for: Fresh or Frozen semen to be used to inseminate the mare listed above only during this contract year or the following year unless other arrangements are agreed upon in advance between mare and stallion owner. Unused semen may not be used in additional mares without prior approval by ETF.

4) Embryo Transplant: Should the Embryo Transplant (ET) result in more than one foal, the Purchaser will be held responsible for additional stud fees on the resulting foals. These stud fees will be at half the normal rates per foal after the initial foal. Payment for subsequent foals is due within ten (10) days of the birth of the resulting foals. There is no live foal guarantee on any ET foal beyond the initial foal.

5) Shipping/Collection: (The following fees are in addition to the fees listed hereinabove after the first shipment): The Purchaser shall be responsible for all shipping fees over and above the stallion service

fee. Shipping must be arranged in advance.

- a) Collection fees are \$100 per collection after the initial. These fees are due prior to collection/shipping.
 - b) Shipping fees are in accordance to FedEx rates. The Purchaser may supply their own FedEx number to be billed, or can pay ETF a flat rate. For the Continental US for Fresh Cooled Semen this amount will be \$150, and must be paid to ETF prior to collection/shipping. Shipment for frozen with the US or CAN will be per the current rates.
 - c) The Purchaser is responsible for shipping the container back to ETF or Royal Palm Farm at their own expense within five days.
 - d) Late fee of \$10.00 per day for failure to return the shipping container within five days (unless prior arrangements are made).
 - e) Container deposit: If shipping containers or contents are lost or damaged significantly, the Purchaser shall be responsible for repair or replacement cost thereof. It is required that containers be insured for a minimum \$1000.00 (or as recommended by shipper) for frozen containers.
 - f) Semen orders must be placed in advance whenever possible, please notify no later than noon of the day before you plan to breed – failure to notify may make it impossible to collect. FedEx is available until 5 pm central standard time Mon – Fri, and until 11 am on Saturdays. Shipments do not run on Sundays. For emergency shipments it may be possible to send via counter to counter delivery at an added expense to the Mare Owner.
 - g) All orders for the shipment of frozen semen shall be filled as received.
 - h) Stallion services will be provided only to healthy mares in sound breeding condition as determined by the attending veterinarian. In the event a mare is barren, or loses the foal, or the foal does not survive the birth, the submission of a recent, intrauterine culture certificate (within 60 days) is required and the attending veterinarian must certify that the mare's immunizations for equine rhinopneumonitis (equine herpes type I) have been kept current in order to qualify for return service.
 - i) Mare owner will notify ETF of insemination dates, pregnancy status, and foaling dates. It is recommended that the mare be checked for pregnancy at 20 days or less, earlier if known to put up twins.
 - j) The Purchaser may be required to provide a Mare Health Form, signed by a licensed veterinarian, certifying that the mare is in good physical condition prior to the shipment of semen for any bookings under paragraph E "Return of Service."
 - k) The Purchaser shall keep the mare in good physical condition throughout the pregnancy; vaccinated for rhinopneumonitis at 5, 7 and 9 months of pregnancy, and de-wormed regularly.
- 6) Return of Service (this section does not apply if frozen is purchased by the dose with no live foal guarantee): Should the mare fail to conceive, abort, or the foal fails to stand and nurse, it is the responsibility of the Purchaser to provide a written statement, within ten (10) days of the event. In any case, the Purchaser agrees to re-breed the mare or an agreed-upon substitute mare as soon as possible. The required Booking Fee, all deposits, shipping and collecting fees must be paid as herein set out for each subsequent year. The re-breeding privilege will only be granted to two subsequent years to the same mare unless special arrangements are agreed upon between stallion and mare owners.
- 7) It is understood and agreed that this Stallion Service Contract must be used within this year or the next two subsequent years or it will be NULL AND VOID, ab initio, AND ALL FEES PAID SHALL BE FORFEITED. If the stallion/semen is unavailable in a subsequent year, then the stallion fee will be returned.
- 8) Other Terms:
- a. This contract shall be governed by the laws of the State of Florida, and shall be binding on the parties, their heirs and assigns.
 - b. This contract may not be assigned or transferred without the written consent of ETF.
 - c. If the stallion should die, be sold, or become unfit for breeding, then this contract shall be NULL AND VOID, ab initio, and the Stallion Service Fee shall be refunded and that only in the original year.
 - d. Please note that the Purchaser's mailing address and name will be given to the American Trakehner Association (ATA) on the Breeding Report. If you do not wish the ATA to have this information please initial here: _____ and only your name will appear on the report.
- 9) ETF is not responsible for any damages which the Purchaser may sustain for lost, damaged or delayed

semen, and makes no representations or warranties with respect to any semen furnished hereunder except that it is the semen of the stallion stated herein and that at the time of shipment the semen was suitable for artificial breeding.

10) All mares must receive a pregnancy check between 12 and 20 days of the last insemination or breeding and mare owner must notify ETF of pregnancy status. It is recommended that the mare owner have a veterinarian perform a palpation test or ultrasound between 30 and 35 days of the last insemination or breeding, and palpation or ultrasound between 50 and 55 days of the last insemination or breeding.

In Witness Whereof the parties have hereunto set their hands and seals.

PURCHASER: _____
ACCEPTED DATE: _____

Signature of Purchaser Anissa Cottongim

Semen is to be shipped to the following address (if this changes prior to breeding, it is the Purchaser's responsibility to inform EA):

