

**River Oaks Farm, LLC
Frozen Semen Contract ~ Lexington**

This contract is entered into on the _____ day of _____, 20____, between Gigha Steinman, River Oaks Farm LLC, PO Box 1165, Bronson, Florida ("Stallion Owner/Agent") and _____ ("Mare Owner") for the 2011 breeding season, beginning February 15th 2012 and closing September 1st 2012. Mare owner agrees to breed the following mare

_____ (mare name)
_____ (height, color, breed)

_____ (regist. #) _____ (date of birth) to Lexington ("Stallion") standing at River Oaks Farm LLC, and to pay the Stallion Service Fee and Booking Fee, together with any other expenses herein, including but not limited to additional fees for shipping of semen.

♦ Mare owner agrees to pay the following:

Non-refundable Booking Fee of \$_____, plus \$_____ for frozen semen with a Limited Live Foal Guarantee. (Limited Live Foal Guarantee shipments will include two doses per shipment, maximum of three shipments (six doses.))

\$_____ per dose of frozen semen, no live foal guarantee

before semen is shipped and the mare is bred. (All fees are in USD.) Fees are only paid for the above mentioned mare. Multiple pregnancies are prohibited. In the event that another mare is inseminated and a foal results; an additional fee of \$_____ will be due and payable to the stallion owner/agent.

♦ All charges relating to the packing, shipping, and container rental will be paid directly to Equigen, LLC, where the frozen semen is stored.

♦ Mare owner agrees to fill out and return the Insemination Verification form to the Stallion Owner/Agent, with original signatures, following each insemination.

♦ Limited Live Foal Guarantee: A "live foal" is defined as a newborn foal, which stands and nurses without assistance. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one week from the date of death of the fetus/foal; or in the alternative, a sworn statement (in writing) from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown, within one month of the mare's expected foaling date. If the foal is born dead, or if the mare does not otherwise carry to term, or if the mare fails to become pregnant, the mare owner is entitled to a maximum of four (4) additional doses of frozen semen (which will be shipped two (2) doses at a time.) If this mating still has not resulted in a "live foal" and/or the mare still has failed to become pregnant, this contract shall become null and void. Should the mare die or become unfit to breed prior to breeding, Mare Owner shall be allowed to use the frozen semen for another mare, at the Stallion Owner's discretion. If the Stallion should die or be sold before the terms of this contact have been met, this contact will become null and void. (If the Stallion should die or be sold and the Stallion Owner is still in possession of doses of frozen semen, she may at her discretion decide to still honor all or part of this contract, but is under no contractual obligation to do so.) No refunds shall be permitted. No fees related to collection,

Mare owner initial _____ Stallion owner initial _____
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shipping, or settling the mare are refundable. Collection and shipping fees may fluctuate from one year to the next. Mare Owner agrees to pay all shipping fees. This contract expires and becomes null and void November 1, 2013.

- ◆ Mare Owner agrees to take proper care of the pregnant mare, including proper feeding and nutrition, regular deworming with products approved for pregnant mares, vaccinations customary in the mare's geographical area, and proper intervention during foaling if necessary. The mare must also be vaccinated against Rhinopneumonitis on the 5th, 7th, and 9th month, as verified by a licensed veterinarian, or the live foal guarantee shall not apply and the Mare Owner will not be entitled to any rebreeding, refunds, or credits of any kind.
- ◆ Mare Owner certifies that attending veterinarian is experienced in or familiar with artificial insemination and frozen semen specifically, and practices equine reproduction as a regular part of the practice.
- ◆ A Breeder's Certificate will be issued when the Mare Owner notifies Stallion Owner/Agent of the birth of the foal, and only after payment of all bills due on the Mare has been received, and only if the Insemination Verification form(s) and Pregnancy Confirmation form(s) have been returned to Stallion Owner/Agent.
- ◆ Insemination Verification form (s) and Pregnancy Confirmation form (s) must be returned to Gigha Steinman (Stallion Owner/Agent), according to the instructions therein, or this contract becomes null and void and no fees or monies will be refunded to the Mare Owner.
- ◆ Mare Owner agrees to hold Stallion Owner/Agent harmless if Mare does not settle.
- ◆ This agreement constitutes the entire agreement between the parties; any amendment to or modifications of the terms of this agreement must be in writing. Failure of Mare Owner to adhere to the terms of this contract will make this contract (including the Limited Live Foal Guarantee) null and void, and no fees or monies will be refunded to the Mare Owner.
- ◆ This contract shall not be transferable by Mare Owner without prior written consent of Stallion Owner/Agent.
- ◆ Should it be necessary for Stallion Owner/Agent to employ an attorney to enforce any of the terms of this agreement, including collection of money owed, Mare Owner shall pay all reasonable attorney's fees, costs of suits, and other expenses related to enforcing this agreement. All action with respect to this agreement will be instituted in a court sitting in the county of the Stallion Owner/Agent's choosing, and the Mare Owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such court and waives any objection to the venue in such court and waives any claim that any actions have been brought in an inconvenient forum.
- ◆ *Make checks payable to: River Oaks Farm, LLC, P.O. Box 1165, Bronson, FL 32621. (US funds only.)*

Stallion Owner/Agent:

Gigha B. Steinman ~ River Oaks Farm, LLC
P.O. Box 1165, Bronson, FL 32621, phone: (386) 717-0852

Stallion Owner/Agent Signature

Date

Mare Owner:

Owner/Lessor (please circle) *If lessor, a copy of the lease agreement must be attached.*

Print Name: _____

Address: _____

Telephone: _____ Email: _____

Mare Owner/Lessor Signature

Date

Witness Signature

Date