

SHIPPED COOLED & FRESH SEMEN BREEDING CONTRACT

Contract Year:

This Agreement ("Agreement") is entered into by and between the Stallion Owner identified below ("Stallion Owner") and the undersigned owner or lessee of the mare described below ("Mare Owner"). The Mare Owner hereby engages one breeding service via fresh cooled semen to the Stallion for the Mare described below for the Contract Year breeding season. This Agreement becomes binding only upon: (a) receipt by Stallion Owner of a fully executed copy of this Agreement; (b) payment of the Booking Fee; and (c) written acceptance by Stallion Owner.

1. PARTIES & MARE INFORMATION

Stallion Owner: Amanda Smith Performance Horses

Address: 6189 East Taft Rd., Syracuse, NY 13212

Phone: 315-632-8246 Email: AmandaS@jagenv.com

Stallion Breeding Manager: Scott Suggs Manager Phone: (817) 219-4909

Mare Owner Name:

Address:

Phone:

Email:

Registry Member No. (AOHA / APHA / ApHC):

Mare Name:

Registration No.:

Breed:

Approved Insemination Facility / Clinic Name:

Clinic Address:

Attending Veterinarian:

Clinic Phone:

2. BREEDING FEE & BOOKING FEE

2.1 The Breeding Fee shall be \$, which includes a non-refundable Booking Fee of \$ payable upon execution of this Agreement. The Booking Fee reserves a breeding for the Mare in the Stallion's breeding book for the Contract Year and is earned in full upon execution of this Agreement, regardless of outcome.

2.2 A discount of \$ shall apply if this Agreement is fully executed and the Booking Fee is received by Stallion Owner on or before . After that date, the full Breeding Fee stated above shall apply.

2.3 Mare Owner agrees to pay the balance of the Breeding Fee and any other fees and expenses in full before any shipment of semen shall be made. No semen will be collected, shipped, or released until all amounts due are paid in full.

2.4 All payments shall be made payable to Amanda Smith Performance Horses. Payments may be made by check, money order, or credit card (Visa, MasterCard, American Express, Discover). A 4% processing fee applies to all credit card transactions and will be charged on all remaining fees and deposits due at the time semen is released for shipment. All shipping and handling fees are subject to change without notice.

2.5 Should it be necessary for Stallion Owner to employ an attorney to enforce any term of this Agreement or to collect any amount owed, Mare Owner shall pay all attorneys' fees, paralegal fees, accountant fees, and any other costs or expenses incurred by Stallion Owner.

CREDIT CARD AUTHORIZATION (if paying by card)

Card Number: Exp: CVV:

Name on Card: Billing Zip:

Please mark charges to apply: ☐ Breeding Fee ☐ Booking Fee ☐ Shipping / Collection Fees

3. BREEDING SEASON

Unless otherwise specified in writing, the breeding season for purposes of this Agreement shall begin February 1 and close June 15 of the Contract Year. Stallion Owner makes no guarantee that semen collection or shipment will be available outside of these dates.

4. COLLECTION, CONTAINER, & SHIPPING

4.1 Semen will be collected on established collection days only (Monday, Wednesday, and Friday), and Stallion Owner makes no representation or warranty that semen will be available at any time requested by Mare Owner outside of these days.

4.2 All shipping, collection, and handling charges are the sole responsibility of Mare Owner. It is Mare Owner's responsibility to confirm that the designated carrier services and will deliver to the intended shipping address, including on Saturdays if applicable.

4.3 Semen will be shipped via FedEx Express Priority Overnight Service (or equivalent) using disposable shipping containers. A standard overnight shipment fee of \$

applies. Counter-to-counter (same-day airline) shipment is available upon request, with 24 hours' notice and payment of an additional fee of \$, subject to availability of contracted air carrier routes.

4.4 Ordering Deadlines: Mare Owner must place a semen order by 5:00 p.m. Central Time on the day prior to the anticipated collection day, and must confirm the order by 9:00 a.m. Eastern Time on the collection day itself. Stallion Owner cannot guarantee semen availability for late or unconfirmed orders, but will use reasonable efforts to accommodate. Any late call resulting in a shipment may incur an additional late charge of \$50.00, payable prior to shipment.

4.5 Canadian Shipments: Mare Owner is solely responsible for obtaining any required Canadian Shipped Semen Permit and for all related customs documentation. Canadian shipments must be requested at least 24 hours in advance of collection. A standard overnight shipment fee to Canada of \$

applies, plus any additional fees for USDA health certificates, veterinary inspection, or customs processing, all of which are Mare Owner's responsibility.

4.6 Disposable shipping containers must be returned to Stallion Owner, at Mare Owner's expense, within seven (7) calendar days of receipt. Failure to return the container within this period will result in a \$50.00 fee charged to Mare Owner.

4.7 Stallion Owner and its agents are NOT responsible for any costs, damages, or losses arising from shipments lost, delayed, or damaged in transit, or from the condition of semen upon delivery. Mare Owner acknowledges that this Agreement does not guarantee semen will be available at the time requested, and there shall be no refunds or credits for lost, delayed, or damaged shipments once semen leaves Stallion Owner's facility or designated collection center.

5. CONDITION, OWNERSHIP & SEMEN HANDLING

5.1 Mare Owner represents and warrants that the Mare is in sound breeding condition and free from disease and infection, and that the designated shipping address is a facility suitable for, and staffed with a veterinarian competent in, equine artificial insemination.

5.2 A copy of the Mare's certificate of registration reflecting Mare Owner's ownership of the Mare (or, if Mare Owner is a lessee, the applicable lease documentation recognized by the breed registry) must be submitted with this Agreement before any semen will be shipped.

5.3 Mare Owner agrees to assume full responsibility for all facets of breeding the Mare and to comply with all breed registry requirements concerning the use and handling of shipped semen. Only a qualified and experienced person who practices equine reproduction as a regular part of his or her practice shall perform the insemination.

5.4 All semen provided under this Agreement shall be used solely to breed the Mare named herein. Any attempt to use any portion of semen shipped under this Agreement to breed any mare other than the named Mare shall: (a) immediately and automatically terminate all of Stallion Owner's obligations under this Agreement; (b) result in forfeiture of all breeding fees, booking fees, shipping fees, and deposits paid; and (c) forfeit Mare Owner's right to a breeder's certificate. Stallion Owner reserves all legal remedies for any such unauthorized use.

5.5 If multiple shipments are requested, Stallion Owner reserves the right, at its sole discretion, to require a current negative uterine culture, cytology, or biopsy prior to sending any further shipment.

5.6 Any unused semen must be returned to Stallion Owner or, with Stallion Owner's prior written permission, destroyed by a licensed veterinarian with written confirmation of destruction provided to Stallion Owner.

6. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

6.1 STALLION OWNER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SEMEN DELIVERED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY REPRESENTATION THAT THE SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING ITS INTEGRITY, QUALITY, OR OTHER CHARACTERISTICS, OR ANY WARRANTY THAT THE BREEDING WILL RESULT IN A LIVE FOAL.

6.2 Stallion Owner shall not be responsible for delayed, lost, or mishandled deliveries. Mare Owner hereby releases and forever discharges Stallion Owner and its agents, employees, and representatives from any and all liability, damages, claims, causes of action, or losses arising from the breeding of the Mare, this Agreement, and the shipment and collection of semen, including but not limited to consequential damages, lost breeding opportunities, or lost profits.

6.3 Mare Owner acknowledges that Stallion Owner has not made and does not make any representation or warranty as to the quality, conformation, health, or characteristics of any resulting foal, or that any foal will be free of any infirmity, conformation defect, disease, or inherited trait.

6.4 In any dispute between Mare Owner and Stallion Owner, Mare Owner's total recoverable damages, costs, expenses, and attorneys' fees, whatever the nature of the dispute, shall be strictly limited to an amount equal to the original Breeding Fee, rebreed fee, or Booking Fee actually paid under this Agreement, whichever is applicable. In no event shall Stallion Owner be liable for any consequential, incidental, indirect, special, or punitive damages.

7. LIMITED LIVE FOAL GUARANTEE

7.1 Stallion Owner provides a limited live foal guarantee subject strictly to the following terms. A "live foal" is defined as a foal that stands alone, nurses, and survives for twenty-four (24) hours after birth.

7.2 If the Mare proves barren, aborts her foal, or the foal is stillborn or otherwise fails to meet the live foal definition, Mare Owner shall be entitled to a rebreed to the Stallion for the season immediately following the original contract season ONLY, subject to the following conditions:

- Proper written notification — a certification by a licensed veterinarian within seven (7) days confirming the Mare slipped, aborted, or produced a nonviable foal — must be provided to Stallion Owner;
- All booster vaccinations (including rhinopneumonitis) must have been administered to the Mare in the manner and frequency directed by the manufacturer throughout pregnancy. FAILURE TO PROVIDE SUCH VACCINATIONS VOIDS THE LIVE FOAL GUARANTEE;
- The Mare must not have been bred to any other stallion before returning for the rebreed;
- This guarantee is void if the Mare is sold prior to foaling, or if Mare Owner fails to comply with any instruction provided under this Agreement.

7.3 All rebreeds under this guarantee are subject to payment of a rebreed chute fee of \$ (or \$ if exercised in the second season following the original contract season, if permitted at Stallion Owner's sole discretion) plus all applicable shipping and collection charges for that season, but without payment of any further Breeding Fee. This rebreed chute fee is non-refundable.

7.4 If Mare Owner fails to exercise the rebreed right during the season immediately following the original contract season, all fees paid shall be forfeited, the rebreed right is permanently cancelled, and Stallion Owner is released from all further obligations under this Agreement.

7.5 NO REFUNDS WILL BE ISSUED FOR ANY FEES PAID UNDER THIS AGREEMENT under any circumstances, except as expressly provided in Section 11 (Substitution).

7.6 There is NO live foal guarantee for vitrified embryos.

8. MULTIPLE FOALS & EMBRYO TRANSFER

8.1 The Breeding Fee paid hereunder entitles Mare Owner to one (1) live foal per breeding season from the named Mare. Should more than one embryo or foal result from this breeding — whether by twin gestation or embryo transfer/flush — Mare Owner shall immediately notify Stallion Owner and shall pay a full additional Breeding Fee, including the Booking Fee, of \$ for each additional embryo or resulting foal upon a positive thirty (30) day pregnancy check of the recipient mare.

8.2 Such payment is due within sixty (60) days of the flush if embryos are removed, or upon the sixty (60) day pregnancy check if a frozen embryo is implanted. Late notification or late payment may incur an additional late fee of \$1,000.00 before a breeder's certificate will be issued. Failure to report an additional embryo may result in denial of a breeder's certificate for that foal.

8.3 If an embryo resulting from this breeding is sold, the live foal guarantee under Section 7 shall be null and void as to that embryo. Mare Owner is strongly encouraged to obtain embryo insurance.

9. MARE SUBSTITUTION & MARE CHANGES

9.1 This Agreement is specific to the Mare named herein. Mare changes are permitted only as follows:

9.2 All mare changes must be submitted in writing via email and approved by Stallion Owner at least twenty-four (24) hours prior to any shipment. A mare change fee of \$100.00 will be assessed for all approved mare substitutions, except where the original mare booked has died.

9.3 If the Mare dies before being settled, a substitute mare may be approved at Stallion Owner's sole discretion, without an additional Booking Fee, subject to payment of all other applicable fees and charges.

9.4 Unapproved mare changes or use of semen on an unapproved mare shall constitute a material breach of this Agreement and shall be subject to the consequences described in Section 5.4.

10. DONATED, GIFTED, OR FUTURITY BREEDINGS

Any donated, gifted, retained, or futurity breeding is subject to a non-refundable farm/chute fee of \$500.00, payable in addition to any other applicable fees, regardless of the nominal value assigned to the breeding.

11. STALLION UNAVAILABILITY / SUBSTITUTION

11.1 If the Stallion dies, is sold, or becomes permanently unfit for service prior to the Mare being settled, or if the Mare dies before being settled, this Agreement shall terminate and the Breeding Fee (excluding the non-refundable Booking Fee and any other fees or expenses already incurred, such as shipping or collection charges) shall be refunded to Mare Owner.

11.2 Notwithstanding Section 11.1, if frozen semen from the Stallion exists and is available at the time of such an event, Stallion Owner may, at its sole discretion, make such frozen semen available to Mare Owner pursuant to Stallion Owner's then-current terms and conditions for frozen semen, in lieu of any refund.

11.3 Another mare may be substituted only upon the express written consent of Stallion Owner.

12. BREEDER'S CERTIFICATE & GENETIC DISCLOSURES

12.1 Upon notification of the birth of a live foal, full and final payment of all fees and expenses, and performance of all other obligations of Mare Owner under this Agreement, Stallion Owner shall issue or release online one (1) breeder's certificate to Mare Owner. No breeder's certificate shall be issued until all of the foregoing conditions have been satisfied.

12.2 Genetic Panel: The Stallion has been tested N/N (negative) for HERDA, HYPP, GBED, PSSM1, MH, IMM, and OLWS, unless otherwise disclosed in writing by Stallion Owner.

12.3 Stallion Owner does not offer a color guarantee on APHA or ApHC registered mares.

13. PREGNANCY REPORTING & BREEDING REPORT

13.1 Mare Owner agrees to have the Mare examined for pregnancy within thirty (30) days of insemination and to report results to Stallion Owner promptly.

13.2 Mare Owner is responsible for DNA testing the Mare as required by AQHA, APHA, or other applicable registries before any foal can be registered.

13.3 THE MARE WILL NOT BE PLACED ON THE STALLION BREEDING REPORT unless: (a) all fees have been paid in full; (b) pregnancy status has been provided; and (c) the last breeding date has been reported to Stallion Owner by August 15 of the Contract Year. Failure to comply is at Mare Owner's sole expense.

14. GENERAL PROVISIONS

- (a) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, representations, warranties, and agreements, whether oral or written.
- (b) Amendment. This Agreement may not be amended except by a written instrument signed by both parties.
- (c) Non-Assignment. This Agreement may not be assigned or transferred by Mare Owner in any manner without the express prior written consent of Stallion Owner. Any purported assignment without such consent is void.
- (d) Governing Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. All disputes arising under or relating to this Agreement shall be litigated exclusively in the state or federal courts of Onondaga County, New York, and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of those courts.
- (e) Waiver. Stallion Owner's failure to require performance of any provision shall not affect Stallion Owner's right to require performance at any later time, nor shall any waiver of a breach constitute a waiver of any subsequent breach or of the provision itself.
- (f) Attorneys' Fees. Should Stallion Owner be required to employ an attorney to enforce any term of this Agreement or to collect any amount owed hereunder, Mare Owner shall pay all attorneys' fees, paralegal fees, accountant fees, and any other costs or expenses incurred by Stallion Owner.
- (g) Authority. The person executing this Agreement on behalf of Mare Owner represents and warrants that he or she is fully authorized to do so.
- (h) Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- (i) Binding Effect. This Agreement shall become binding when: (i) Mare Owner has paid the Booking Fee and sent Stallion Owner a signed copy of this Agreement together with a copy of the Mare's certificate of registration (and, if applicable, lease documentation); and (ii) Stallion Owner accepts and so notifies Mare Owner.
- (j) Headings. Section headings are for convenience only and shall not affect interpretation.

15. SIGNATURES

By signing below, each party acknowledges that it has read, understands, and agrees to be bound by all terms and conditions of this Agreement.

MARE OWNER

Signature:

Printed Name:

Date:

STALLION OWNER

Signature:

Printed Name:

Date:

EXHIBIT A — MARE OWNER BILLING & SHIPPING INFORMATION

Please print legibly. It is essential that your veterinarian has a copy of this contract and orders semen in the EXACT name shown below. Wrong names on orders may delay or prevent shipment.

OWNER / BILLING INFORMATION

Owner Full Name:

Mailing Address:

City / State / Zip:

Phone:

Email:

AQHA / APHA / ApHC Member No.:

SEMEN SHIPPING ADDRESS

Contact Name:

Contact Phone:

Address:

City / State / Zip:

Does the carrier deliver to this address on Saturday?

☐ Yes☐ No

If No, Saturday Alternate Address:

Closest Airport (if counter-to-counter shipping requested):

PLEASE SIGN AND RETURN ALL PAGES OF THIS CONTRACT.

Stallion Owner will countersign and return an approved copy via email.

Please provide a correct and current email address.