

FROZEN 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"). This Agreement becomes binding only upon: (a) receipt by Stallion Owner of a fully executed copy of this Agreement; (b) full payment of the Breeding 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 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 & PAYMENT

2.1 The Breeding Fee for one (1) dose of frozen semen shall be \$3,500.00 which is due in full upon execution of this Agreement. No semen will be shipped until all fees are paid in full.

2.2 A non-refundable Booking/Chute Fee of \$600.00 is included within the total Breeding Fee stated above and is due regardless of whether a live foal results.

2.3 If additional doses are required (subject to Section 3 and Section 7), the second dose shall be \$400.00 and any third dose shall be \$600.00.

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. All shipping and handling fees are subject to change without notice.

2.5 All fees, including shipping fees, must be paid in full prior to shipment of any semen. Any unpaid balances will result in a hold on the breeding report and forfeiture of the breeder's certificate.

2.6 The Breeding Fee is NON-REFUNDABLE in the event of any occurrence affecting the Stallion, except that in the event the Stallion becomes unavailable due to injury, illness, or death prior to use of any semen under this Agreement, the Breeding Fee (excluding the non-refundable Booking/Chute Fee identified in Section 2.2) shall be refunded to Mare Owner, subject to the terms of Section 11.

2.7 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

3. DOSES & SEMEN SPECIFICATIONS

3.1 This Agreement covers one (1) breeding dose of frozen semen per breeding cycle. A "dose" is defined as a single insemination unit containing a minimum of 800 million total sperm which, upon proper thawing, demonstrates at least 35% post-thaw motility.

3.2 A maximum of two (2) doses of frozen semen shall be released per breeding contract without additional semen fees, one dose per breeding cycle. Any additional doses beyond two (2) must be separately purchased at the applicable per-dose fee.

3.3 Any remaining or unused frozen semen is and shall remain the exclusive property of Stallion Owner. Any unused semen must be returned to Stallion Owner or, with prior written permission of Stallion Owner, destroyed by a licensed veterinarian and written confirmation of destruction provided to Stallion Owner.

3.4 Frozen semen provided under this Agreement may NOT be used for intracytoplasmic sperm injection (ICSI) without a separate written ICSI agreement and payment of applicable ICSI fees. Any unauthorized ICSI use shall constitute a material breach of this Agreement.

4. SHIPPING & DRY SHIPPER

4.1 Frozen semen will be shipped via UPS or FedEx Overnight from storage facility designated by Stallion Owner. Stallion Owner shall not be responsible for shipping costs, which shall be borne entirely by Mare Owner.

4.2 Frozen semen orders must be placed Monday through Friday by 9:00 a.m. Central Time. Frozen semen is NOT available for shipment on weekends or holidays. Stallion Owner makes no guarantee of availability on any specific date.

4.3 A refundable Dry Shipper deposit of \$950.00 is due prior to the first shipment. The Dry Shipper must be returned to Stallion Owner at Mare Owner's sole expense within three (3) calendar days of confirmed delivery. Failure to return the Dry Shipper within three (3) days will result in a late fee of \$50.00 per day. Failure to return within fourteen (14) days shall result in forfeiture of the Dry Shipper deposit, and an additional full deposit will be required before any subsequent shipment. Mare Owner is solely responsible for any loss or damage to the Dry Shipper during return shipping.

4.4 Mare Owner must arrange for an on-site liquid nitrogen storage tank. Mare Owner shall immediately transfer semen upon arrival and shall inspect the Dry Shipper to confirm: (i) the zip-tie seal is intact on the latch, and (ii) the interior is frosted upon opening. If the Dry Shipper appears compromised upon arrival, Mare Owner must immediately file a claim with the shipping carrier. Thawing instructions will accompany each shipment. Frozen straws must not be exposed outside the tank for more than eight (8) seconds. Stallion Owner is not responsible for semen that has been mishandled after delivery.

4.5 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. There shall be no refunds or credits for lost, delayed, or damaged shipments once semen leaves Stallion Owner's facility.

4.6 For Canadian shipments, Mare Owner must obtain all required import permits specifying FROZEN EQUINE SEMEN prior to shipment. All associated import and customs fees are Mare Owner's sole responsibility.

5. SEMEN HANDLING & USE RESTRICTIONS

5.1 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 frozen semen.

5.2 Only a licensed veterinarian or qualified professional who regularly practices equine reproduction and is experienced in the use and handling of frozen transported semen shall perform the insemination.

5.3 All semen provided under this Agreement shall be used solely to breed the Mare named herein. Any attempt by Mare Owner, veterinarian, or agent 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, 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.

5.4 If multiple semen shipments are requested, Stallion Owner reserves the right, at its sole discretion, to require a current negative uterine culture, uterine cytology, and/or uterine biopsy prior to any subsequent shipment.

5.5 Stallion Owner, at its sole discretion, may refuse to ship semen if Stallion Owner has reason to believe the insemination would not be appropriate or that the Mare is not in suitable health or breeding condition.

5.6 Mare Owner represents and warrants that the Mare is in sound breeding condition, free from disease and infection, and that the approved insemination facility is suitable and properly equipped for equine AI with frozen semen.

6. PRE-BREEDING REQUIREMENTS

The following items must be submitted to Stallion Owner before any semen will be shipped:

- Completed and fully executed copy of this Agreement.
- Copy of both sides of the Mare's current registration certificate. (For Thoroughbred mares, an AQHA "T" number is mandatory for registration.)
- Proof of current veterinary reproductive exam, including normal uterine cytology and/or uterine culture for the current breeding season. A clean/negative uterine culture is required on all open mares and all re-breed mares before semen will be released.
- Full payment of all applicable fees. Mare Owner's name on the contract and all semen orders must be identical — any discrepancy may delay or prevent shipment.
- Current credit card information on file, OR prepayment of all shipping fees by check or money order.
- No frozen semen will be used on foal heats. If breeding on a foal heat, a licensed veterinarian must evaluate and prepare the mare prior to any shipment request.

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 To invoke the guarantee, Mare Owner must:

- Notify Stallion Owner in writing within forty-eight (48) hours of foaling that the Mare failed to produce a live foal;
- Within fourteen (14) calendar days of such notice, provide Stallion Owner with a written certification from a licensed veterinarian confirming the foaling was properly managed and detailing the reason for failure to produce a live foal;
- Ensure the Mare has not been bred to any other stallion prior to the rebreed.

7.3 If the guarantee conditions are satisfied, Mare Owner shall have the right to rebreed the contracted Mare (or a substitute mare of equivalent quality and condition, approved in writing in advance by Stallion Owner) in the breeding season immediately following the original contract season ONLY. No carry-forward beyond one (1) additional season is permitted under any circumstance.

7.4 All rebreeds are subject to a rebreed chute fee of \$600.00 plus all applicable shipping charges, payable before any semen is released. This rebreed chute fee is non-refundable.

7.5 If Mare Owner fails to exercise the rebreed right during the immediately following 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.

7.6 NO REFUNDS WILL BE ISSUED FOR ANY FEES PAID UNDER THIS AGREEMENT under any circumstances.

7.7 This guarantee is VOID if: (a) any requirement of this Agreement has not been fully performed and paid; (b) the semen was mishandled after delivery; (c) the mare was not presented at an appropriate time in her cycle; or (d) the mare was bred to another stallion before invoking the guarantee.

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 of \$3,500.00 or current published breeding price, whichever is greater, for each additional embryo or resulting foal. Such payment is due within sixty (60) days of the flush if embryos are removed, or within fourteen (14) days of foaling in the case of twins. No breeder's certificate will be issued for any additional foal without full payment.

8.2 Mare Owner is prohibited from using semen provided hereunder for ICSI purposes without a separate ICSI agreement. Unauthorized ICSI use constitutes a material breach and triggers full ICSI fee liability.

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 If the contracted Mare dies or is deemed permanently unfit to breed during the contracted season (veterinary certification required), Stallion Owner may, at its sole discretion, approve a substitute mare of equivalent quality and breeding condition for the same season without an additional breeding fee, subject to payment of all other fees and charges.

9.3 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 substitution due to the death of the original mare).

9.4 Unapproved mare changes or use of semen on an unapproved mare shall constitute a material breach of this Agreement.

10. PREGNANCY REPORTING & BREEDING REPORT

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

10.2 It is Mare Owner's responsibility to return the signed insemination certificate (included with each semen shipment) to Stallion Owner, signed by the attending veterinarian or breeding facility manager.

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

10.4 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.

11. STALLION UNAVAILABILITY

11.1 Except as provided in Section 2.6 (refund of the Breeding Fee, less the Booking/Chute Fee, if the Stallion becomes unavailable due to injury, illness, or death prior to use of any semen), the Breeding Fee payable under this Agreement is non-refundable in the event the Stallion becomes unavailable for any reason, including retirement or unavailability arising after semen has already been used or shipped.

11.2 In the event the Stallion becomes permanently unable to stand at stud, Stallion Owner will make reasonable best efforts to provide Mare Owner access to up to two (2) doses of the Stallion's frozen semen (if available in storage), to be released one dose at a time. After two (2) attempted inseminations the contract shall be deemed fulfilled and Stallion Owner shall have no further obligation. All inseminations under this provision must be performed at a reputable facility approved in writing by Stallion Owner.

11.3 If no frozen semen is available, Mare Owner may elect to apply the paid Breeding Fee (excluding the non-refundable Booking/Chute Fee) as a credit toward a future breeding with a Stallion Owner-designated stallion in the immediately following season, subject to availability and mutual agreement. If no such credit arrangement is reached, the Breeding Fee shall be non-refundable and this Agreement shall be deemed fulfilled.

12. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

12.1 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.

12.2 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.

12.3 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.

12.4 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 Breeding Fee actually paid under this Agreement. In no event shall Stallion Owner be liable for any consequential, incidental, indirect, special, or punitive damages.

13. BREEDER'S CERTIFICATE

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

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) Color Guarantee. Stallion Owner does not offer a color guarantee on APHA or ApHC registered mares.
- (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.:	

APPROVED INSEMINATION CLINIC / SHIPPING ADDRESS	
Clinic / Farm Name:	
Address:	
City / State / Zip:	
Attending Vet / Contact:	Clinic Phone:
Saturday / Alternate Delivery Address (if different):	
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.