

BREEDING CONTRACT FOR SAPE 381

SAPE 381, LP

SIGNATURE FRIESIANS LLC

PAMELA AND MATT GISH

564 E 1550 RD - BALDWIN CITY, KANSAS 66006

BARN 785-594-3012 – FAX 785-594-2913 - MATT'S CELL 785-423-4031 - PAM'S CELL 785-423-4024

This Breeding Contract is made between Sape 381, LP (“stallion owner”) and _____ (“mare owner”) on this date _____, 2010.

The following FPS/FHANA registered mare known as _____, with the reg# _____ to be bred to the FPS Approved Stallion Sape 381, with the following terms and conditions for the 2010 Breeding Season.

1. Breeding season for Sape 381 will be from April 1st, 2010 thru September 3rd, 2010. Sape 381 will be offering Fresh Cooled Semen only through AI.
2. All Breeding Fees and Collection Fees are to be paid before semen is shipped. Payment can be made by check, Visa or MasterCard. Mare owner must provide Signature Friesians LLC with a current credit card at all times in order to cover possible charges.
3. Sape 381 to be bred to FPS Registered Mares only and semen to be used on only the mare provided in this agreement. This agreement can not be transferred or sold by mare owner unless permission is given by Signature Friesians LLC.
4. Mare owner is to provide Signature Friesians LLC with a copy of Mare's registration papers and also fill out information page at the end of this agreement.
5. Breeding Fee to be \$1850.00 with a \$100.00 discount if booked before February 28th, 2010. A \$500.00 deposit for early booking is required to take advantage of the early booking discount. Remaining balance is due before any semen is shipped out.
6. Early bookings will get priority in the order the breeding contracts are received with regards to collection availability All other semen request will be on a first come basis.
7. Signature Friesians LLC assumes no responsibility for the loss of semen or semen viability caused by the carrier (FedEx). There will be no shipment on Saturday, Sundays, holidays or the day before a holiday.
8. Multiple Mare discounts are available as follows: 2nd Breeding fee- \$50.00 off
3 or more Breedings- \$100.00 off
9. Normal collection days will be Monday, Wednesday and Friday. The collection fee for these days will be \$225.00 plus FedEx overnight shipping cost. Semen request are to be made 24 hours before the collection and shipment date.
10. Off day collections on Tuesday and Thursday are possible on a “must need basis” at a cost of an additional \$100.00 plus FedEx overnight shipping cost. If collection is requested on normal collection days and we are not able to full fill your order we then will collect for you on the off day without the extra charge. Semen request are to be made 24 hours before the collection and shipment date.
11. Each shipment will contain one dose and only if all orders are filled and additional doses are available will there be a second dose included.
12. Handling of Counter-to-Counter Airline service is available for an additional \$75.00 fee.
13. Shipping containers to be returned within 7 days or \$10.00 per day will be charged. It is recommended that mare owner's insure shipping containers for \$300.00. A charge to mare owner's credit card of \$300.00 will be made for a loss or damaged shipping container.

14. Canada shipments may be subject to extra cost due to CFIA Regulations.
15. Embryo Transfers are only allowed with the permission of Signature Friesians LLC.
16. The Mare owner will be given a Live Foal Guarantee which is defined as a newborn foal able to stand and nurse without assistance. Notification of loss either through absorption or death must be given to Signature Friesians LLC within 10 days of loss by a licensed Veterinarian. Mare owner will receive a return privilege for the following breeding season, 2011.
17. Mare owner will receive a Breeder's Certificate after foal is born and the "live foal" criteria has been met. All fees must be paid before Breeder's Certificate is issued.
18. Mare owners must confirm for pregnancy approximately 15 days after ovulation and again at 45 days. Mare owner must make Signature Friesians LLC aware of the results.
19. Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a licensed veterinarian acceptable to Signature Friesians LLC. A breeding soundness exam is strongly recommended prior to shipping semen. Mares should be bred immediately upon shipment under the guidance and supervision of a licensed veterinarian. If the Mare has been open, Signature Friesians LLC may require the submission of a recent uterine culture certificate. If the Mare fails to settle after two cycles, Signature Friesians LLC may require the Mare Owner to obtain a current reproductive exam and uterine culture prior to any further shipments. Signature Friesians LLC or Sape 381, LP cannot be held responsible in any way for any illness or injury to a mare or to any other horse due to breeding to Sape 381, nor for a mare's failure to conceive.
20. Mare owner shall not be entitled to a refund of fees paid hereunder except if the stallion should die or become unfit for service prior to serving the mare in the present breeding season.
21. This contract shall be governed by the law of the state of Kansas and shall be binding upon the parties hereto and their personal representatives.

Mare: _____ Reg # _____

Name of Mare Owner: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Home Phone: _____ Email: _____

Work Phone: _____ Cell Phone: _____ Fax: _____

Shipping Name: _____

Shipping Address: _____ City: _____ State: _____ Zip Code: _____

Shipping Phone #: _____ FedEx #: _____ (optional)

Payment Method: (check one) Check Credit Card (Visa or MasterCard)

Even if paying by check we still must have credit card on file

Credit Number: _____ Exp. Date: _____ CVC2#: _____

By signing below I acknowledge that have read and agree to the terms and conditions set forth in this Breeding Contract for Sape 381.

Signature of mare owner: _____ Date: _____