

NORTH AMERICA BREEDING CONTRACT FOR BENE 476

SIGNATURE FRIESIANS LLC, STALLION STATION
564 E 1550 RD - BALDWIN CITY, KANSAS 66006
BARN 785-594-3012 – FAX 785-594-2913 - PAM'S CELL 785-423-4024

Breeding Contract for the KFPS Approved Breeding Stallion Bene 476 owned by Carolyn Schian (“Stallion Owner”) standing at Signature Friesians Stallion Station.

This Breeding Contract is made between Signature Friesians LLC (“stallion station”) and _____ (“mare owner”) on this date _____, 2017.

The following FPS/FHANA registered mare known as _____, with the reg# _____ to be bred to the FPS Approved Stallion Bene 476, with the following terms and conditions for the 2017 Breeding Season.

1. Bene 476 will be offering Frozen Semen only through AI for the 2017 Breeding Season.
2. Breeding Fees to be paid once mare is confirmed 45 days in foal. AI Frozen Semen Dose fees are to be paid before semen is shipped. If semen is used for a mare not provided in this agreement you must immediately inform Signature Friesians Stallion Station. Payment can be made by check, Visa, MasterCard, Discover or American Express. Mare owner must provide Signature Friesians LLC with a current credit card at all times in order to cover possible charges.
3. No semen will be shipped for any mare that has not provided us with a signed agreement.
4. Bene 476 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.
5. 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.
6. Breeding Fee to be \$1500.00 for Bene 476.
7. Purchaser agrees to have the mare checked at 45 days in which if Mare is confirmed in foal agrees to pay the breeding fee within a week of confirmation. Failure to pay breeding fee within a week of confirmation will result in a late fee of \$30.00 plus 1.5% a month or 18% a year
8. Signature Friesians LLC assumes no responsibility for the loss of semen or semen viability caused by the carrier (UPS). Frozen semen will ship directly from the University and it is advised that the semen be shipped early in the week for arrival before the weekend where it can be stored at your Veterinarian’s facility until needed.
9. The Frozen Semen AI Dose fee will be \$180.00 per dose (4 to 5 straws). Semen request are to be made by 5:00 pm CST the day prior to shipping. Please call Barn number to order semen 785-594-3012. No phone calls after 12pm CST on Saturday, Sunday's closed. For Monday orders, please call Saturday or you can email us, sigfrie@earthlink.net, on Sunday and we will respond to your request Monday morning.

10. A fee of \$150.00 for Shipping and Handling 2-3 Day will be charged per shipment or \$225.00 for overnight. This fee is due before the semen can be shipped. The fee includes shipping to and from (continental US Only), handling fee and shipping container rental. If shipping container is not placed where it can be picked up and a new call tag has to be reissued a fee of \$50.00 will be charged. The shipping container must be returned in a timely manner, within two days of receiving, or a late container fee of \$15.00 per day will be assessed. If in Canada, please contact for shipping fees.
11. A charge to mare owner's credit card of \$800.00 will be made for a loss or damaged shipping container.
12. Canada shipments will be subject to extra cost of \$175.00 due to CFIA Regulations.
13. Embryo Transfers are only allowed with the permission of Signature Friesians LLC.
14. 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. The LFG must be used in 2018.
15. Mare owner will be able to download their Birth Announcement papers directly from KFPS website with their KFPS Membership # and password starting in 2016.
16. 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.
17. 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 Carolyn Schian cannot be held responsible in any way for any illness or injury to a mare or to any other horse due to breeding to Bene 476, nor for a mare's failure to conceive.
18. This *Breeding Contract* must be in writing, and the parties agree that a fax copy or printable email version of the contract shall qualify as a "writing".
19. 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.

