



Select Breeders Services Inc.
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NOTES: Frozen Semen Sales Agreement

DISCLAIMERS

THE FROZEN SEMEN SALES AGREEMENT ACCOMPANYING THESE NOTES IS DESIGNED TO BE USED AS A BASIC TEMPLATE WHEN FORMULATING YOUR OWN SALES AGREEMENT. IT IS NOT ALL ENCOMPASSING; YOU MAY WISH TO EDIT OR REMOVE ELEMENTS OF THIS TEMPLATE AND INCLUDE ADDITIONAL CONDITIONS SPECIFIC TO YOUR OWN SITUATION. YOU ARE EXPRESSLY PROHIBITED FROM RELYING ON ANYTHING CONTAINED IN THIS AGREEMENT, AND WE SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY BASED ON YOUR USE OR RELIANCE ON THIS AGREEMENT AND/OR THE CONCLUSIONS OR INFERENCES THAT YOU MAY DRAW AS A RESULT OF THE USE OF THIS AGREEMENT, OR ANY STATEMENT CONTAINED IN THIS AGREEMENT. WE MAKE NO REPRESENTATION THAT WE WILL, AND UNDERTAKE NO OBLIGATION TO, KEEP THIS AGREEMENT CURRENT. WE STRONGLY RECOMMEND THAT YOU HAVE YOUR OWN SALES AGREEMENT REVIEWED BY A LICENSED ATTORNEY, FAMILIAR WITH EQUINE LAW AND THE APPLICABLE JURISDICTION(S), BEFORE YOU USE THIS AGREEMENT.

RULES AND REGULATIONS ON THE USE OF FROZEN SEMEN DIFFER CONSIDERABLY ACROSS THE VARIOUS BREED REGISTRY ASSOCIATIONS. SELECT BREEDERS SERVICES INC., CANNOT POSSIBLY KNOW OR INCORPORATE, NOR OR WE ASSUMING ANY OBLIGATION TO KNOW OR INCORPORATE, THE REQUIREMENTS OF ANY OR ALL POTENTIAL BREED REGISTRIES INTO THIS TEMPLATE. IT IS THEREFORE IMPORTANT THAT YOU BECOME FAMILIAR WITH THE REGISTRATION REQUIREMENTS FOR FOALS BORN AS A RESULT OF FROZEN SEMEN AND ANY POLICIES THAT RELATE TO THE SALE AND TRANSFER OF FROZEN SEMEN THAT EXIST WITHIN YOUR OWN BREED REGISTRY.

Mare Information, Breeding Certificates & Registration

Traditionally when frozen semen is sold by the dose, the buyer has no restrictions upon the number of mares they may breed with the frozen semen. It is their semen to manage as they wish. As such, a frozen semen sales agreement would not require identification of the mare. After all, the buyer may breed multiple mares over many years. The buyer could also sell the semen to another buyer unknown to the original semen/stallion owner. Many stallion owners are uncomfortable with this 'unknown' element in the destiny of their frozen semen. For these stallion owners a Breeding Agreement may better suit their needs.

Given the increasing, unregulated use of frozen semen many breed registries are instituting policies to better track the sale and use of frozen semen within their own breed organizations. It is therefore

important to become familiar with the policies that relate to the use of frozen semen within your own breed registry.

For example, The American Morgan Horse Registry requires that in the event that multiple units of frozen semen are sold for more than a single breeding that might extend beyond the current year, a *Notice of Frozen Semen Transfer* must be on file with the breed registry. In addition, before any semen (fresh cooled or frozen) is transported from the location of collection, the owner or lessee of record of every stallion whose semen is collected must apply for and receive from the Registry an official *Semen Transport Permit*, and the blood type or DNA analysis report.

Furthermore, the stallion owner/semen owner may be required by the breed registry to identify all mares bred to a stallion in a given breeding season, including those bred by frozen semen. In order for the seller to complete these Stallion Service Reports, identification of the mare(s) bred would be required. The breed registry may require a complete list of exposed mares, even those mares that were inseminated and pregnancy did not result. Thus the stallion owner would require breeding records for all mares bred. In these cases an insemination or breeding certificate is required to be completed by the mare owner and returned to the stallion owner by a specified date. Breed registries requiring collection of this information generally have insemination certificates or mare breeding passports available for you to use. Typically they outline the mare and stallion information, insemination dates and pregnancy results and are required to be signed by a licensed veterinarian.

If an insemination certificate is required for accurate reporting of your Stallion Service Reports, the details of such requirements and the final cutoff date for submission should be outlined in your sales agreement. e.g.

For foals to be eligible for registration with _____ Seller must provide to breed registry a Stallion Service Report at the end of each breeding season detailing the identification and insemination records of all mares bred. An insemination certificate is included with the semen shipment and should be completed and signed by the veterinarian or breeding manager and returned to Seller by Insert Date.

If the purchased semen is to be used to breed a pre-identified mare during the current breeding season it may be beneficial to obtain the information for the mare within the sales agreement, in which case you can include the entry lines for Mare Information within your template. However, bear in mind that the sale of frozen semen by the dose is not restricted or contracted to any one particular mare.

Some breed registries, like the Arabian Horse Association, require a *Transported-Stored Semen Service Certificate* for foal registration. The stallion owner can purchase Semen Service Certificates from the breed registry, providing they have a *Semen Transportation Permit* on file with the breed registry. Each Semen Service Certificate is valid for the registration of one foal. The stallion owner would provide the mare owner with the Semen Service Certificate so they can register their foal. Other registries may use what they call a *Breeders Certificate*. The breeder's certificate certifies that the named stallion was bred to the named mare on the date(s) listed. The breeder's certificate may be issued to the stallion owner, for each mare listed in the information they submitted to the breed registry in the Stallion Service Report (mentioned above). Essentially, breeder's certificates are the stallion owner's protection against default on the part of the mare owner. For instance, if the mare owner fails to pay all necessary fees, the stallion owner can withhold the breeder's certificate so the mare owner cannot register his or her foal until all fees are paid in full.

If the Seller is required to provide the Buyer with a Breeding Certificate in order for the Buyer to register the foal, the Seller should outline in the sales agreement what is required from the Buyer in order to issue a Breeding Certificate. There may be an additional fee for each breeding or service certificate issued. When buying frozen semen by the dose, the Buyer may be required to purchase enough breeding certificates at the time of purchasing the semen, for any foals they may potentially wish to register at any time in the future.

If the semen is transferred or sold to another person, the insemination or breeding certificates would usually be transferred with the semen.

As you can see, there is much variability in the procedures employed by breed registries to track breeding activity and foal registrations. Therefore we again remind you to become familiar with the rules and requirements that pertain to your own breed registry.

Additional Notes

#1 VARIABLE - What Exactly Is A Dose?

The number and the volume of the straws that constitute a dose should be specified (e.g. for SBS semen = 8 x 0.5mL straws). Insert the minimum total number of sperm contained in a dose (e.g. for SBS semen = 800 million). Insert the minimum post-thaw progressive motility of your frozen semen (e.g. for SBS semen = 30% progressive).

NOTE: The industry recommended minimum for commercial distribution of frozen semen is 200 million progressively motile sperm per dose, with a post-thaw progressive motility of 30%. If you are unsure or not confident in the quality of your frozen semen you may want to submit test straws to a recognized laboratory for an independent and objective 3rd party analysis of post-thaw quality.

#4 OPTIONAL - Health Testing

Insert here any diseases the stallion has been tested for and the dates of such tests. For example, contagious equine metritis* and equine viral arteritis*, or breed specific testing such as HYPP or SCID.

* NOTE: The dates of the testing should be relevant to the time the semen was collected and frozen, i.e. you cannot indicate that the stallion (and thereby the semen) was negative for venereally transmitted diseases (at the time of semen freezing) if the stallion was tested in 2003 and the semen was frozen in 2005 with no other testing in between.

#11 VARIABLE - Shipping Info

If your semen is stored and distributed by a different company their contact information should be entered here or attached as an addendum. Ideally you should present their fees and policies for ordering semen. If you ship your own semen, list your own fees and policies. Distribution information that should be presented might include:

- handling and shipping fees
- container deposits
- times when semen is available for shipment
- length of tank rental
- late fees for delayed tank return
- available methods of payment etc.
- insurance information (see below)

#14 VARIABLE - Insurance

If you don't include a completed pre-paid airbill for return of the tank, indicate if the Buyer should insure the tank return shipment for the value of the tank.

Is the semen insured during shipment? If not, can the buyer purchase additional shipment insurance for the value of the semen?

THIS PARAGRAPH MUST BE DELETED BEFORE USE OF THIS EQUINE FROZEN SEMEN SALES AGREEMENT. BY DELETING THIS PARAGRAPH, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREED TO THE "CONTRACT NOTES" ACCOMPANYING THIS AGREEMENT. SELECT BREEDERS SERVICES, INC. SHALL HAVE NO LIABILITY WHATSOEVER ARISING FROM YOUR RELIANCE UPON OR USE OF THIS EQUINE FROZEN SEMEN SALES AGREEMENT.

FROZEN SEMEN SALES AGREEMENT

This Agreement is made this _____ day of _____, 20____ by and between *Insert Farm/Stallion Owner/Agent Name*, hereinafter referred to as 'SELLER' and,

NAME ('BUYER'): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____

Seller agrees to provide the Buyer with _____ doses of Frozen Semen from the stallion *Insert Stallion Name, Breed Registry and Registration Number* in exchange for a non-refundable fee of \$_____ per insemination dose, payable to *Insert Details*.

MARE INFORMATION: *(see Contract Notes for further info)*

Registered name of mare: _____ Age: _____

Breed: _____ Registry: _____

Registration #: _____ Color: _____

Sire: _____ Dam: _____

Dam Sire: _____

TERMS AND CONDITIONS:

1. A "dose" is defined as a single insemination unit (____ x ____ mL straws) containing a minimum of ____ million total sperm, which upon thawing using the supplied thawing technique, shows at minimum a ____% post-thaw progressive motility. The Seller will provide detailed thawing and handling instructions for the frozen semen doses provided.
2. Seller makes no guarantees or warranties, expressed or implied as to the fertilizing capacity of any semen provided under the terms of this Agreement.
3. Frozen semen from *Insert Stallion Name* (circle): Has Has Not Unknown resulted in pregnancies.
4. The stallion *Insert Stallion Name* has been tested negative for: *Insert Diseases (see Contract Notes for further info)* on the dates indicated.

5. All sales are subject to availability and are final upon acceptance of this Agreement. All fees are payable upon execution of this Agreement. Buyer specifically agrees and understands that no semen will be shipped until all fees have been paid.
6. There is no live foal guarantee.
7. Upon execution of this sales agreement and receipt of all fees the frozen semen becomes the property of the Buyer. Buyer agrees to pay storage fees associated with the frozen semen to the storage facility if delivery of frozen semen is not taken within five business days.
8. Buyer is responsible for compliance with registry requirements for the use of frozen semen and payment of any fees for the subsequent registration of foals conceived.
9. Insert breed specific details regarding insemination or breeding certificates *(see Contract Notes for Further info)*.
10. The Buyer shall assume all responsibility for the condition and management of the mare and will bear all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever and therefore agrees to hold Seller or any person employed or associated with *Insert Farm/Stallion Owner/Agent Name* harmless for any and all damages associated therewith.
11. Buyer is responsible for all shipping, tank rental and handling fees associated with delivery of the semen from the storage facility and return of the shipping container. Semen is stored and shipped by:

 Phone: _____ Fax: _____ Email: _____
 Please contact them for current shipping fees, protocol and requirements *(see Contract Notes for Further info)*.
12. Once the shipment arrives it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24hrs of delivery.
13. Seller shall not be responsible for lost semen shipments or delays in delivery not within the control of the Seller such as missed flights, weather delays, failure of third party service, or acts of God.
14. The frozen semen is not insured during shipment. Insurance for the value of the semen can be purchased through FedEx. Buyer is responsible for additional insurance fees *(see Contract Notes for Further info)*.

This Agreement shall be interpreted in accordance with the laws in the State of _____. The parties hereto understand and agree to abide by the terms and conditions as set forth in this Agreement:

Buyer Signature: _____ Date: _____

Printed name: _____

Seller Signature: _____ Date: _____

Printed name: _____



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NOTES: Frozen Semen Breeding Agreement

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RULES AND REGULATIONS ON THE USE OF FROZEN SEMEN DIFFER CONSIDERABLY ACROSS THE VARIOUS BREED REGISTRY ASSOCIATIONS. SELECT BREEDERS SERVICES INC., CANNOT POSSIBLY KNOW OR INCORPORATE, NOR ARE WE ASSUMING ANY OBLIGATION TO KNOW OR INCORPORATE, THE REQUIREMENTS OF ANY OR ALL POTENTIAL BREED REGISTRIES INTO THIS TEMPLATE. IT IS THEREFORE IMPORTANT THAT YOU BECOME FAMILIAR WITH THE REGISTRATION REQUIREMENTS FOR FOALS BORN AS A RESULT OF FROZEN SEMEN AND ANY POLICIES THAT RELATE TO THE SALE AND TRANSFER OF FROZEN SEMEN THAT EXIST WITHIN YOUR OWN BREED REGISTRY.

1. PARTIES

This section is designed to identify all persons and associated horses participating in the execution of this agreement, e.g. in the simplest situation - stallion owner, mare owner, stallion and mare. Often the stallion is represented by an agent and the legal implication of this relationship should be presented, i.e., the agent is legally authorized to act on behalf of the stallion owner. The Breeder also may not own the Mare; they may be leasing the mare or managing the breeding of the mare under their position of breeding manager. They must acknowledge legal authorization to enter into a breeding agreement on behalf of the mare owner. The mare and stallion should be identified at a minimum by name, breed and registration.

1A. OPTIONAL - Submission of Mare's Registration Papers

Registration papers may be used simply for identification of the mare or may be reviewed by the Stallion Agent to aid in deciding upon approval of the mare for breeding to their stallion.

1B. Note Regarding Embryo Transfer

Recommendations for embryo transfer agreements are beyond the scope of this basic template, however, we can still provide you with some general considerations, see section 13 below.

2. TERM OF AGREEMENT

Outline the timeline for the agreement. Of consideration here is the time period during which the Breeder can return for service should the mare not become pregnant or not deliver a live foal. If the mare does not conceive during the first breeding season it is typical to allow the Breeder to return the following year. You should indicate if this is required to be the next consecutive year, or whether the breeder can skip a breeding season and still maintain the right to return the year after.

3. BREEDING FEES

Make sure it is clear in this section what the fee is, what the fee is for, who the fee is payable to, any options available for payment, available methods of payment and whether the fee is or is not refundable. You may also wish to include available discounts, e.g. for premium mares, multiple mares, early booking etc.

Live Foal Guarantee

This template assumes a live foal guarantee is included in the breeding agreement. Depending upon your situation, you may or may not wish to offer a live foal guarantee. If you do not offer a live foal guarantee you should remove/update the related sections of this template before use. Some stallion owners may offer only a pregnancy guarantee (mare checked in foal at 60 days) or they may request an additional fee for inclusion of a pregnancy or a live foal guarantee.

Booking Fee/Service Fee

For an explanation of these fees, refer to SBS Blog article - Frozen Semen Contract Considerations for Stallion Owners:

<http://info.selectbreeders.com/blog/bid/118096/Frozen-Semen-Contract-Considerations-For-Stallion-Owners>

3A. Payment Options

You may wish to offer your breeders a couple of options for payment, e.g.

Option 1: The total breeding fee of _____ is payable upon execution of this Agreement.

Option 2: The booking fee (_____) is paid at the time of execution of this Agreement and the remaining service fee (_____) is payable prior to the first shipment.

Alternative option: A deposit of _____ is payable upon execution of this Agreement and the remaining _____ is payable prior to the first shipment.

Please note, for traditional agreements based upon a live foal guarantee the balance of the service fee was not due until the mare was confirmed in foal (typically on Nov 1st) or when the foal was born. For some breeds this may still be considered the norm.

Payment Methods

Outline available payment methods here and list any additional fees associated with the method of payment, e.g. bounced checks, etc. If payment by credit card is an option, you may wish to include entry fields for the credit card information.

3B. Repeat Booking Fee

To cover the costs of the additional doses of frozen semen, and to compensate for the additional office management related to breeding the mare a second season, it is typical to request repeat payment of the booking fee if the breeder returns for service.

3C. Shipment Fees

If you handle your own semen shipments or are familiar with the current fee schedule from your distribution center, we would recommend you enter the shipment fees here. That way all fees pertaining to the Agreement (breeding and shipping) are presented together. You can then rename this section as simply “3. FEES” and present the distribution policies in a later section of the agreement (e.g. SHIPPING POLICIES). For ease of understanding of this template, and to avoid the discussion of distribution fees and policies before tackling the main components of the agreement, we have moved the section outlining shipment fees to a separate section of the Agreement (See section 8 below). Although we recommend all fees be listed together under one single “FEES” section, the format presented in this agreement, whereby breeding and shipping fees are listed separately, can be used as well. This may be applicable if shipping fees are paid to a different individual or company than the breeding fees. Just so long as it is clear within the breeding fee section that the breeding fees do not include shipping of the semen.

4. ALLOCATION OF SEMEN

State clearly how many doses are included in the breeding agreement and be sure to outline how many are shipped per cycle, per season and the maximum number of doses available. Indicate if additional doses of semen can be purchased.

For guidance on how many doses to include, refer to SBS Blog article - Frozen Semen Contract Considerations for Stallion Owners:

<http://info.selectbreeders.com/blog/bid/118096/Frozen-Semen-Contract-Considerations-For-Stallion-Owners>

4A. What Exactly Is A Dose?

The number and the volume of the straws that constitute a dose should be specified (e.g. for SBS semen = 8 x 0.5mL straws). Insert the minimum total number of sperm contained in a dose (e.g. for SBS semen = 800 million). Insert the minimum post-thaw progressive motility of your frozen semen (e.g. for SBS semen = 30% progressive).

NOTE: The industry recommended minimum for commercial distribution of frozen semen is 200 million progressively motile sperm per dose, with a post-thaw progressive motility of 30%. If you are unsure or

not confident in the quality of your frozen semen you May want to submit test straws to a recognized laboratory for an independent and objective 3rd party analysis of post-thaw quality.

4B. Unused Semen

Unused semen is usually destroyed or returned. See SBS Blog article - Three Ways Stallion Owners Can Prevent Unapproved Use of Frozen Semen:

<http://info.selectbreeders.com/blog/bid/96420/Three-Ways-Stallion-Owners-Can-Prevent-Unapproved-Use-of-Frozen-Semen>

4C. OPTIONAL - Health Testing

Insert here any diseases the stallion has been tested for and the dates of such tests. For example, contagious equine metritis* and equine viral arteritis*, or breed specific testing such as HYPP or SCID.

* NOTE: The dates of the testing should be relevant to the time the semen was collected and frozen, i.e. you cannot indicate that the stallion (and thereby the semen) was negative for venereally transmitted diseases (at the time of semen freezing) if the stallion was tested in 2003 and the semen was frozen in 2005 with no other testing in between.

5. AVAILABILITY OF SEMEN

Only in exceptionally unforeseeable circumstances should the stallion agent have to terminate the agreement due to unavailability of frozen semen. As the stallion agent selling a breeding agreement based upon frozen semen it is your responsibility to ensure you have enough frozen semen on hand to fulfill all of your frozen semen contracts. Technically, this would mean 'setting aside' the total pre-assigned number of doses allocated to each mare at the time each contract is booked. Any unused doses from each agreement would be returned to the available pool only when the contract was fulfilled. However, it is probably more likely that the average stallion owner manages the number of frozen semen breeding agreements available for sale based upon the average number of doses used per mare. i.e. if the average mare bred to their stallion takes 3 doses to obtain a pregnancy and the stallion agent has 30 doses, they estimate having potentially 10 contracts available to sell. However, if they have allocated 6 doses per agreement, they technically have only 5 contracts they could completely fulfill if each mare ended up using the full allocation of semen. It is the stallion agent's responsibility to judiciously manage their inventory of frozen semen such that they can fulfill every agreement they enter into. If the stallion agent does not reserve the full amount of potentially required doses then accommodations for the potential unavailability of semen must be addressed in the agreement (e.g. refund, substitution, etc).

If the stallion agent manages any other stallions by cooled or frozen semen they may wish to offer the Breeder an opportunity to switch to another stallion if frozen semen is unavailable to fulfill the current agreement. Any difference in breeding fees would be required to be paid by the breeder to transfer the agreement. For example:

Should frozen semen become unavailable due to unforeseeable circumstances, after servicing at least one breeding cycle, then the Breeder may substitute another stallion managed by the Stallion Agent to be the Stallion for the remainder of the Term hereof. The Breeder's selection of a replacement stallion is subject to availability and approval of the Stallion Agent. Breeder agrees to pay any excess of the Stallion Service Fee for the stallion to be substituted over the Stallion Service Fee applicable to the stallion being replaced, and vice versa the Stallion Agent

agrees to refund the difference in Stallion Service Fee if the replacement stallion's fee is less than the substituted stallion's fee.

Alternatively the stallion agent may wish to offer the breeder the choice of either a refund or a stallion substitution.

6. LIVE FOAL GUARANTEE

This section should outline the definition of a 'Live Foal' and the conditions pertaining to the live foal guarantee and right to return for service. Some typical conditions are included as a guide; insert the appropriate dates for notification. For example: after foal dies - 2 days, after mare dies - 7 days, after abortion - 30 days, after last insemination - 60 days.

One cause of abortion that is not typically listed under conditions of a live foal guarantee, but should be considered as it relates to responsible management of the pregnant mare, is abortion due to endophyte infested fescue.

7. BREEDING AND MARE CONDITIONS

The conditions of mare selection and breeding management can be highly variable.

7A. Mare Conditions

There is typically some requirement imposed upon the Breeder by the Stallion Agent with regard to the health and fitness of the mare for breeding. This is to provide some protection for the Stallion Agent from entering into an Agreement with a reproductively unsound or barren mare that may inadvertently waste frozen semen due to repetitive breedings with no resulting pregnancy. One of two options are usually seen in equine breeding agreements:

Option 1: The mare is required to pass a breeding soundness examination by a licensed veterinarian prior to the shipment of any semen. A statement of breeding soundness from the veterinarian and often the results of uterine culture and cytology are requested to be submitted to the Stallion Agent.

Option 2: If the mare does not conceive after two (or three) cycles, a uterine culture, cytology or biopsy is required before any further semen is shipped.

7B. Management Conditions

Some Stallion Agents may insist that all inseminations and mare management be performed by a licensed veterinarian, in which case this is stated within the Agreement. Bear in mind that on many large stud farms it is often the breeding manager that may perform the actual inseminations. In which case, it may be preferable to state "licensed veterinarian or competent breeding technician" approved by Stallion Agent.

Select choice - either recommend or MUST.

If you require the mare be inseminated by a veterinarian, you may wish to include entry fields for the veterinarian's information.

8. SHIPMENT FEES AND POLICIES

VARIABLE - See also Section 3 above

If your semen is stored and distributed by a different company their contact information should be entered here or attached as an addendum. Ideally you should present their fees and policies for ordering semen. If you ship your own semen, list your own fees and policies. Distribution information that should be presented might include:

- handling and shipping fees
- container deposits
- times when semen is available for shipment
- length of tank rental
- instructions for tank return
- late fees for delayed tank return
- available methods of payment etc.

Here is an example:

15. *Shipping fees are estimated as follows:*

- a. *A refundable tank deposit of _____.*
- b. *A per cycle shipment fee of _____ for domestic and _____ Canadian*. Includes handling charges, FedEx Priority Overnight Delivery and FedEx return of the container.*
- c. *International handling and shipment fees vary by country and will be quoted by the semen storage/shipment facility.*

** Contact Insert semen storage/shipment facility for Canadian policy info and requirements.*

16. *Payment by credit card is required before shipment. All shipment requests must be made by ___ to be shipped out the same day. Shipment requests can be made Monday through Friday 8am-5pm. Semen can be shipped Monday through Thursday. Shipments can only be sent on a Friday if Saturday delivery is available in your area, an additional \$15 Saturday delivery fee is required.*

17. *Breeder shall be responsible for sending a request for semen shipment to insert semen storage/shipment facility and for contacting the Stallion Agent for an authorization for shipment. Semen will not be sent from insert semen storage/shipping facility without an authorization from the Stallion Agent. Shipment authorizations from the Stallion Agent will be made Monday through Friday during business hours.*

18. *Rental of the shipping container is for ___ days. A FedEx prepaid airbill is included in the shipment for return of the shipping container. A late fee of ___ /day will be billed if the tank is not returned by its due date. Breeder is responsible for loss of or damage to the shipping container.*

9. BREEDING CERTIFICATES AND REGISTRATION

VARIABLE - Rules and regulations on the use of frozen semen differ considerably across the various breed registry associations. Select Breeders Services Inc., cannot possibly know or incorporate the requirements of all potential breed registries into this template. It is therefore important that you become familiar with the registration requirements for foals born as a result of frozen semen and any policies that relate to the sale, use and transfer of frozen semen that exist within your own breed registry.

Depending upon the breed registry, eligibility for foal registration may be linked to reporting by the Stallion Agent, to the breed registry, a list of all mares bred during the breeding season. These reports may commonly be known as Stallion Service Reports. The breed registry may require a complete list of exposed mares, even those mares that were inseminated and pregnancy did not result. Thus the stallion owner would require breeding records for all mares bred. In these cases an insemination or breeding certificate is required to be completed by the Breeder and returned to the Stallion Agent by a specified date. Breed registries requiring collection of this information generally have 'insemination certificates' or 'mare breeding passports' available for use. Typically they outline the mare and stallion information, insemination dates and pregnancy results and are required to be signed by a licensed veterinarian.

If an insemination certificate is required for accurate reporting of your Stallion Service Reports, the details of such requirements and the final cutoff date for submission should be outlined in your sales agreement. e.g.

For foals to be eligible for registration with _____ Stallion Agent must provide to breed registry a Stallion Service Report at the end of each breeding season detailing the identification and insemination records of all mares bred. An insemination certificate is included with the semen shipment and should be completed and signed by your veterinarian and returned to Stallion Agent by Insert Date.

Some breed registries, like the Arabian Horse Association, require a *Transported-Stored Semen Service Certificate* for foal registration. The stallion owner can purchase Semen Service Certificates from the breed registry, providing they have a *Semen Transportation Permit* on file with the breed registry. Each Semen Service Certificate is valid for the registration of one foal. The stallion owner would provide the mare owner with the Semen Service Certificate so they can register their foal. Other registries may use what they call a *Breeders Certificate*. The breeder's certificate certifies that the named stallion was bred to the named mare on the date(s) listed. The breeder's certificate may be issued to the stallion owner, for each mare listed in the Stallion Service Report (mentioned above). Essentially, breeder's certificates are the stallion owner's protection against default on the part of the mare owner. For instance, if the mare owner fails to pay all necessary fees, the stallion owner can withhold the breeder's certificate so the mare owner cannot register his or her foal until all fees are paid in full.

If the Stallion Agent is required to provide the Breeder with a Breeding Certificate in order for the Breeder to register the foal, the Stallion Agent should outline in the breeding agreement what is required from the Breeder in order to issue a Breeding Certificate.

As you can see, there is much variability in the procedures employed by breed registries to track breeding activity and foal registrations. Therefore we again remind you to become familiar with the rules and requirements that pertain to your own breed registry and insert requirements into the Agreement accordingly.

10. Assumption of Risk, Waiver of Claims, Indemnification

In this section is a waiver of claims on the fertilizing capacity of any semen shipped under this Agreement and a statement indicating that the Breeder assumes all risks associated with breeding their mare and will hold harmless the Stallion Agent for any injury, death or disease of such mare.

11. JURISDICTION

Update with your own county and state.

12. ASSIGNMENT

No notes for this section.

13. ET and Other Assisted Reproductive Techniques

Contract provisions to address unique issues regarding embryo transfer (ET) and other assisted reproductive techniques (ART) are beyond the scope of this template. We would recommend you have a separate agreement drawn up for mares included in ET or ART programs, so you can directly address additional concerns that pertain to such techniques compared to a traditional breeding agreement.

Items to consider include:

- Will you offer a live foal guarantee for transferred embryos?
- At what point has the stallion owner fulfilled his obligations under the terms of the agreement?
 - o Recovery of one or more embryos
 - o Pregnancy in a recipient at n days following transfer
 - o Delivery of a live foal by recipient mare
- Can the Breeder transfer multiple embryos from the same flush?
- What fees are due for each pregnancy that results from multiple transfers?
- What is the timing required for notification of such pregnancies?
- Once a pregnancy is achieved, what is the policy if the Breeder wishes to repeat the ET?
- Does the Live Foal Guarantee cover only one foal?
- Can the breeder freeze embryos?

Example wording, provided for guidance only, could be as follows:

1. *Stallion Agent must be notified at the execution of the Agreement if the breeder intends to use embryo transfer as means of producing a foal from this breeding. The Mare bred to the Stallion as defined in the Agreement is the 'Donor Mare'. The surrogate mare that carries the foal after transfer of the embryo is referred to as the 'Recipient Mare'. It is the responsibility of the Breeder to arrange for the Recipient Mare or Mares and the Breeder bears all costs, responsibility, and risk associated with them.*
2. *In the case that multiple embryos are recovered from the Donor Mare, the additional embryos may be transferred to multiple Recipient Mares at the Breeder's discretion. The Breeder must notify the Stallion Agent of any additional pregnancies not later than ___ days after transfer. An additional Breeding Fee of _____ will be due for each additional foal resulting from the transfer of multiple embryos from the same breeding. The additional fee for each additional Live Foal is due Insert Details of Payment Timing.*
3. *Permission to transfer multiple embryos from one breeding of the Donor mare does not in any way imply the right to breed any other mare than the identified Donor mare to the Stallion with semen pursuant to this Agreement, or re-breed the Donor mare with semen shipped pursuant to*

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the Agreement while there is at least one viable pregnancy or if a Live Foal has been produced. If the Breeder wants to rebreed the donor mare to achieve additional pregnancies whilst there is a successful surrogate pregnancy in progress, a new Breeding Agreement must be executed.

- 4. In the case of Embryo Transfers, the right of return shall apply only if there is no Live Foal produced from any implanted embryos. Loss of additional foals from multiple implanted embryos does not entitle the Breeder to the right of return if there is at least one Live Foal produced under the Agreement.*
- 5. No embryos may be frozen under the terms of this Agreement.*

THIS PARAGRAPH MUST BE DELETED BEFORE USE OF THIS EQUINE FROZEN SEMEN BREEDING AGREEMENT. BY DELETING THIS PARAGRAPH, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREED TO THE "CONTRACT NOTES" ACCOMPANYING THIS AGREEMENT. SELECT BREEDERS SERVICES, INC. SHALL HAVE NO LIABILITY WHATSOEVER ARISING FROM YOUR RELIANCE UPON OR USE OF THIS EQUINE FROZEN SEMEN BREEDING AGREEMENT.

EQUINE FROZEN SEMEN BREEDING AGREEMENT

1. PARTIES

This Agreement is made this _____ day of _____, 20____ by and between *Insert Farm/Stallion Owner/Agent Name and Address*, hereinafter referred to as 'STALLION AGENT' and,

NAME (hereinafter referred to as 'BREEDER'): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE (1): _____ PHONE (2): _____

FAX: _____ EMAIL: _____

Whereas *Insert Stallion Owner Name*, hereinafter referred to as "Stallion Owner", is the owner of the stallion named *Insert Stallion Name, Breed Registry and Registration Number* (hereinafter referred to as the 'Stallion'), such stallion shall have frozen semen available with *Insert Agent Name* (Stallion Agent). Stallion Agent is legally authorized to act on behalf of the Stallion Owner for the purposes of arranging breeding services and entering into this Agreement. Whereas Breeder has ownership rights of, or warrants that s/he is legally authorized to arrange breeding services for, the following Mare:
See Contract Notes #1 for further info.

'MARE ' INFORMATION:

Registered name of mare: _____ Age: _____

Breed: _____ Registry: _____

Registration #: _____ Color: _____

Sire: _____ Dam: _____

Dam Sire: _____

Current Status (circle): In Foal/Foaling Maiden Open Barren

A copy of the mare's registration papers must be submitted with this Agreement (*See Contract Notes #1A for further info.*)

Will this be an embryo transfer breeding (circle): YES NO *See Contract Notes #1B for further info.*

Embryo transplants are expressly outside the scope of this Agreement and are prohibited except with the prior written consent of the Stallion Agent and the Breeders execution of a separate 'Embryo Transfer Agreement'.

The parties hereto understand and agree to comply with the following Terms and Conditions set forth in this Agreement:

Breeder's Initials _____

2. TERM OF AGREEMENT

This breeding agreement is valid from the date executed above through the breeding season of the second consecutive year. *See Contract Notes #2 for further info.*

3. BREEDING FEES

Upon execution of this Agreement the Breeder hereby agrees to pay the Stallion Agent the following fees. The Breeder specifically agrees and understands that no semen will be shipped until all fees have been paid.

The frozen semen breeding fee, with live foal guarantee, for *Insert Stallion Name* is _____, this represents a booking fee of _____ and a stallion service fee of _____. All fees are non-refundable, subject to the availability of frozen semen (see Section 5). *See Contract Notes #3 for further info.*

The breeding fee may be payable as follows:

Option 1: *Insert Details (see Contract Notes #3A for further info).*

Option 2: *Insert Details*

Payment may be submitted by check or credit card. Please make checks payable to *Insert Name*.

In the event the mare does not conceive during the first breeding season or for any other reason, if the Breeder exercises the right to a return breeding pursuant to the 'Live Foal Guarantee' section hereof, the Breeder shall pay the Stallion Agent a new booking fee of _____ prior to the first shipment of the following year. *See Contract Notes #3B for further info.*

The conditions of the 'Live Foal Guarantee' are outlined in section 6.

PLEASE NOTE: The breeding fee does not include shipping fees determined by *Insert Storage/Distribution Facility*. Shipment fees and policies are outlined in section 8. *See Contract Notes #3C for further info.*

4. ALLOCATION OF SEMEN

The breeding fee entitles the Mare Owner with up to _____ doses of frozen semen for the first breeding season, shipped on a per cycle basis at _____ doses per cycle.

If the Breeder exercises the right to a return breeding pursuant to the 'Live Foal Guarantee' section hereof, the Breeder shall receive up to _____ doses of frozen semen for the second breeding season, shipped on a per cycle basis at _____ doses per cycle, in exchange for payment of a second booking fee as described in section 3.

Additional doses of semen may be purchased for a fee of _____ per insemination dose. Purchase of a maximum number of _____ additional doses is allowed within the term of this Agreement.

A "dose" is defined as a single insemination unit (____ x _____ mL straws) containing a minimum of _____ million total sperm, which upon thawing using the supplied thawing technique, shows at minimum a _____% post-thaw progressive motility. Stallion Agent will provide detailed thawing and handling instructions for the frozen semen doses provided. *See Contract Notes #4A for further info.*

All semen shipped pursuant to this Agreement remains at all times the property of the Stallion Owner. In the case of unused frozen semen the Breeder agrees to contact the Stallion Agent for direction on what should be done with the remaining straws. *See Contract Notes #4B for further info.*

The stallion *Insert Stallion Name* has been tested negative for: *Insert Diseases (see Contract Notes #4C for further info).*

5. AVAILABILITY OF SEMEN

Should frozen semen become unavailable due to unforeseeable circumstances, before the Mare is first serviced pursuant to this Agreement, this Agreement shall be terminated and the Stallion Agent shall return the portion of the breeding fee paid by the Breeder within a period of _____ days.

Should frozen semen become unavailable due to unforeseeable circumstances, after servicing at least one breeding cycle, then the Stallion Agent shall return the portion of the breeding fee paid by the Breeder, less the booking fee, within a period of _____ days.

See Contract Notes #5 for further info.

6. LIVE FOAL GUARANTEE

Should the Mare fail to conceive, abort, die, or not produce a "Live Foal" then the Stallion Agent guarantees that the Breeder shall have the right to rebreed or substitute a mare (upon approval of the Stallion Agent) within the current or following year only. A 'Live Foal' shall be defined as a foal that stands, nurses and survives for a period of at least 24hrs from the time of birth.

In the event that the Mare does not produce a 'Live foal', then the Breeder shall provide Stallion Agent with a veterinarian's certificate stating the date and time of the foal's birth, date and time of death, and supposed cause of death within _____ calendar days of such death.

In the event that the Mare dies, Breeder shall provide Stallion Agent with a veterinarian's certificate of death within _____ calendar days of such death. The substitution of a replacement mare does not extend the original term of the Agreement.

In the event that the Mare loses or aborts the pregnancy, the Breeder shall provide Stallion Agent within _____ calendar days of discovery of such pregnancy loss a veterinarian's certificate detailing dates of pregnancy examinations, indicating when the pregnancy was lost or aborted and supposed cause of abortion.

Breeder shall notify Stallion Agent within _____ calendar days of the last insemination of the year if the mare did not conceive, in order to be eligible for rebreed the following year. A statement signed by the veterinarian is required to be submitted to the Stallion Agent detailing identification of the mare, insemination and pregnancy check dates and certifying that the Mare has not become pregnant during the first breeding season.

Live Foal Guarantee shall be specifically conditioned upon vaccination of the Mare for Rhinopneumonitis in the fifth, seventh and ninth months of the Mare's pregnancy. Breeder shall provide the Stallion Agent with a certificate indicating that such vaccination has taken place at the time the Breeder requests a rebreed pursuant to the Live Foal Guarantee.

The Live Foal Guarantee to the Stallion shall lapse and the Stallion Agent shall have no further obligation under this section if:

1. Breeder fails to provide Rhinopneumonitis vaccination.
2. Mare is bred by any other stallion without written consent of Stallion Agent prior to rebreed.
3. Mare is substituted with another mare without written consent of Stallion Agent.
4. Mare fails to conceive, aborts, or dies and Breeder fails to notify Stallion Agent as defined in this section.

See Contract Notes #6 for further info.

7. BREEDING AND MARE CONDITIONS

Once a successful pregnancy is obtained with the above named Mare no further frozen semen will be shipped and no remaining semen may be used to inseminate any additional mares. Any additional use will constitute a violation of this agreement. The Breeder must obtain further written permission, evidenced by a new and fully executed Agreement, with all fees paid in advance prior to using any additional doses of semen.

A Breeding Soundness Exam prior to breeding, including uterine culture and cytology, is recommended for all mares. The Stallion Agent reserves the right to require a Mare that has not settled within ___ heat cycles be cultured or biopsied to determine breeding soundness. Stallion Agent also reserves the right to refuse or discontinue service to any Mare upon detection of Mare carrying an infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the Breeder is obligated to substitute another mare (upon approval of the Stallion Agent) to fulfill the terms of this Agreement. The substitution of a replacement mare does not extend the original term of the Agreement. *See Contract Notes #7A for further info.*

The Stallion Agent recommends the semen/ The semen MUST (choose) be thawed and inseminated by a licensed veterinarian familiar with the concept and practical use of frozen semen. Attempts to use frozen semen outside the controlled situation of a qualified facility can greatly reduce, or even prevent, the chances of conception.

VETERINARIAN INFORMATION: *See Contract Notes #7B for further info.*

Clinic: _____ Veterinarian: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE (1): _____ PHONE (2): _____

FAX: _____ EMAIL: _____

8. SHIPPING FEES AND POLICIES

Breeder is responsible for all shipping, tank rental and handling fees associated with delivery of the semen from the storage facility and return of the shipping container. Semen is stored and shipped by:

Phone: _____ Fax: _____ Email: _____

Please contact them for current shipping fees, protocol and requirements *(see Contract Notes #8 for further info)*.

Once the shipment arrives it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24hrs of delivery.

Stallion Agent shall not be responsible for lost semen shipments or delays in delivery not within the control of the Stallion Agent such as missed flights, weather delays, failure of third party service, or acts of God. Stallion Agent will not be responsible for lost or damaged semen whilst in the possession of your veterinarian.

9. REPORTING, BREEDING CERTIFICATES AND REGISTRATION

Breeder agrees to submit to Stallion Agent confirmation of the Mare's pregnancy at 14-16 days post-ovulation and 55-60 days post-ovulation. Stallion Agent recommends an additional pregnancy check at 30-35 days post-ovulation to confirm presence of a viable single embryo.

Breeder is responsible for compliance with registry requirements for the use of frozen semen and payment of any fees for the subsequent registration of foals conceived.

Stallion Agent will issue registry required breeding certificates providing receipt of written notification signed by the attending veterinarian detailing dates of insemination and pregnancy examinations, pregnancy status as well as identification of the mare that was bred. Breeder must submit all insemination and pregnancy reports by *Insert Date (see Contract Notes #9 for further info)*.

10. ASSUMPTION OF RISK, WAIVER OF CLAIMS, INDEMNIFICATION

The Breeder shall assume all responsibility for the condition and management of the mare and will bear all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever and therefore agrees to hold Stallion Agent or any person employed or associated with Stallion Agent harmless for any and all damages associated therewith.

Stallion Agent and semen storage & shipment facility make no guarantees, expressed or implied as to the fertilizing capacity of any semen provided under the terms of this Agreement. *See Contract Notes #10 for further info.*

11. JURISDICTION

This contract shall be interpreted in accordance with the laws in the State of _____. Any dispute arising from this Agreement shall be submitted to a Court of competent jurisdiction within _____ County, _____ and each party agrees to submit to the venue and jurisdiction of said courts. *See Contract Notes #11 for further info.*

12. ASSIGNMENT

This Agreement is non-transferrable, non-saleable and may not be assigned to another party; it may not be changed, modified or amended except in writing, signed and agreed upon by all parties.

The parties hereto understand and agree to abide by the terms and conditions as set forth in this Agreement:

Breeder Signature: _____ Date: _____

Printed name: _____

Stallion Agent Signature: _____ Date: _____

Printed name: _____