

# Cedar Spring Farm, Inc.

175 McGuire Pent Rd  
Charlotte, Vermont 05445  
802-425-7211

## BREEDING CONTRACT VIA SEMEN TRANSPORT THIS CONTRACT IS NOT VALID UNLESS COMPLETED IN FULL.

- I. This contract is for the 2012 breeding season made and entered into by and between:  
STALLION OWNER/AGENT: **BONNIE SOGOLOFF**  
ADDRESS: **175 MCGUIRE PENT ROAD, CHARLOTTE, VERMONT 05445**  
Hereinafter designated as STALLION OWNER, and  
MARE OWNER/LESSEE: \_\_\_\_\_ TEL: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Hereinafter known as MARE OWNER.
- II. THIS CONTRACT COVERS:  
THE MARE: \_\_\_\_\_ REG NO: \_\_\_\_\_  
SIRE: \_\_\_\_\_ REG NO: \_\_\_\_\_  
STALLION: **MEM Bailamos** REG NO: **153603**  
FEE: **\$2000.00**
- III. TERMS OF CONTRACT:  
A. \$ **500.00** non-refundable booking fee to accompany signed contract.  
B. \$ **1500.00** to be paid before first shipment.
- IV. I understand and accept the following terms as conditions to this contract, prior to shipment of any semen.
- V. The designated veterinarian shall be:  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TEL: \_\_\_\_\_  
The mare owner certifies that said veterinarian practices equine reproduction as a regular part of his practice is available for palpation, cultures, the other necessary procedures and had consented to oversee the breeding of said mare on a regular basis. The mare owner, understanding the veterinarian's credentials as stated above, must be approved by the stallion owner and agrees to the following conditions:  
A. The designated veterinarian must examine the mare within 45 days prior to shipment of semen and certify in writing that the mare is free of infection and in good breeding condition.  
B. He must forward to the stallion owner written results of a uterine culture taken within 45 days prior to first shipment of semen and processed by a recognized laboratory.  
C. The provisions of A. and B. above must be repeated for any mare failing to settle within 35 and 45 days after last breeding and the results mailed to the stallion owner by certified mail.  
D. The designated veterinarian must examine the mare for pregnancy between 35 and 55 days after last breeding and the results mailed to the stallion owner by certified mail.  
E. The mare's breeding record be signed by the designated veterinarian for pregnancy status of the mare at 55 days after the last breeding of the season.  
F. Failure to conform to A., B., C., or E., of this paragraph will completely nullify this contract. No more semen will be shipped and all guarantees will be null and void. Furthermore no refunds will be due to anyone.
- VI. SHIPPING CONTAINER DEPOSIT:  
A. A \$250.00 deposit to be paid by certified check or money order before semen is shipped.  
B. Shipping charges from STALLION OWNER'S end will be deducted from this fee and the remainder will be refunded upon receipt of the completed BREEDING RECORD.  
C. A penalty charge of \$10.00 per day will be charged for delinquent return of the container. A maximum of 5 working days following the breeding will be allowed for return.  
D. All return shipping charges are the responsibility of the MARE OWNER
- VII. COLLECTION FEE:  
A. A \$200.00 charge for collection for each cover which the mare owner requests semen to be shipped.  
B. Fee to be paid by certified check or money order before shipment is made.  
C. Shipments available from February 15 to August 15 of the year booked unless specified by a cutoff date for the use of fresh cooled semen after which frozen semen must be used.  
D. Cut off date for fresh cooled semen: \_\_\_\_\_
- VIII. All parties agree that semen shipped through this contract will be used only for inseminating the mare named above or a substitute mare as per paragraph X.
- IX. This contract shall not be assigned or transferred without written consent of the stallion owner.
- X. LIVE FOAL GUARENTEE:  
Should the above named mare prove to be barren, abort, or should the foal be unable to stand or nurse, with a certificate, signed by a licensed veterinarian so stating, supplied to the stallion owner within 72 hours of the foal's death or such determination, the stallion owner has the option to:  
A. Re-breed the mare the following season only under the terms of this contract.  
B. Accept a substitute mare under the terms of this contract.
- XI. The stallion owner assumes responsibility only to deliver live semen in viable condition at the time of delivery to The mare owner's farm or designated mare station. The semen must be administered by the designated veterinarian promptly on the day of delivery or the mare owner shall not be considered to have fulfilled the contractual obligations and all guarantees are null and void.
- XII. The mare owner understands that the mare and the resulting foal have DNA recorded with the American Morgan Horse Association prior to the registration of the foal and any foal conceived in any manner not complying with this Contract will not be eligible for registration.
- XIII. The mare owner shall assume responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare, whether by whatsoever, and therefore agrees to hold the stallion owner and/or manager (or any person employed by or association with, the stallion owner and/or manager) harmless for any and all damages associated.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MARE OWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
STALLION OWNER/AGENT