**BREEDING CONTRACT**

**REMEMBRANCE FARMS LLC**

**STALLION- “SCOTCHS TRUE COWBOY”**

**2019 Breeding Contract**

This agreement for breeding services is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_ by and between the breeding facility Remembrance Farms (hereinafter, “*RF”*) (stallion owner) for the stallion Scotchs True Cowboy APHA # 1,029,955 and Owner (hereinafter the “Mare Owner”).

A copy of the Mares Registration (if registered) front and back must accompany this contract. Scotchs True Cowboy is six panel negative and mare owners are encouraged to test and know their mares’ tests.

RECITALS

1. *RF* operates and maintains a breeding facility located at 26625 1st Street, Kansasville, Wisconsin (the “Facility Location”);
2. The Mare Owner desires to engage the services of *RF* to have the privilege to breed the Mare Owner’s Mare with the designated *RF* Stallion as hereinafter described and pursuant to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the payment by the Mare Owner for the services provided by *RF*, the parties hereby agree as follows:

AGREEMENT

1. Controlling Law. This Agreement is construed under the laws of the State of

Wisconsin.

1. Term. This Agreement shall continue pursuant to the agreed upon breeding schedule as laid forth herein.

 Breeding Privilege and Fees. *RF* hereby grants mare owner the right to breed mare to

stallion during the 2019 breeding season. In exchange for this breeding privilege, Mare Owner agrees to pay *RF* a total breeding fee of $850, which includes a nonrefundable Booking Fee of $200. The breeding privilege granted herein and the breeding fee pertains only to the Mare and no other mares for the Contract Breeding Year and/ or rebreeds option. As of the date Mare Owner requests any shipments of Semen pursuant to the terms of this Agreement, Mare Owner represents and warrants that all fees due to *RF* have been paid in full. The Mare Owner acknowledges that Breeding may be provided via **Artificial Insemination (“AI”) ONLY.**

1. Multiple Foals.Should more than one embryo result from a breeding to the Stallion during Embryo Harvesting, Mare Owner must pay an additional Booking Fee ($200) within 90 days of a confirmed pregnancy in order to receive an additional Breeding Certificate for any additional foal that may result from the additional embryos. If the Mare carries and delivers multiple foals, an additional booking fee will be due within 30 days of both foals standing and nursing.
2. Mare Owner Covenants, Representations, and Warranties. The Mare Owner does

 hereby covenant, represent and warrant as follows:

* 1. Mare is healthy and in sound breeding condition. Mare owners are STRONGLY encouraged to work with an experienced equine reproductive vet, obtain a breeding soundness exam, and provide pneumabort on the recommended schedule.
	2. Mare Owner shall provide with this agreement a current copy (front and back) of Mare’s APHA, AQHA, ApHC, or other approved breed association registration paper(s), which shall identify Mare Ownership
	3. Mare is registered in the Owner’s name, or a fully executed breed association lease authorization form provided; and
	4. Mare named in the contract will be the only Mare to be inseminated by the Stallion except as specified under section 4.
1. Live Foal Guarantee. Provided Mare Owner has complied with all the terms and

conditions of this Agreement, which shall be determined in the sole discretion of *RF*, if the Breeding of the Mare does not produce a single, Live Foal as defined by: The foal shall stand, nurse, and live for 24 hours, Mare Owner shall retain the privilege to Breed to the Stallion one addition time in the current 2019 season, or the rebreed 2020 season. No warranty applies to any Breeding past a single rebreed in the 2019 OR 2020 season. While the rebreed is free, a $150 Vet Collection Fee and Actual Shipping Fees apply.

1. Color Foal Guarantee. If the Mare is AQHA, AQHA appendix, or JC, no color foal guarantee applies. If the Mare is APHA or PtHA and resulting foal does not have suitable color for regular registry, Mare may be rebred according to the Live Foal Rebreed fees.
2. Death of the Stallion. In the event the Stallion becomes incapable of breeding, dies, or is sold, this contract becomes null and void and none of the parties hereto have any further rights or obligations, unless expressly set forth herein. In the event of the Stallions’ death prior to the delivery of a Live Foal, the LFG becomes null and void and have no further effect on this Agreement. If mutually agreed upon, Frozen Semen may be substituted if available. If not, Breeding Fee less the nonrefundable Booking Fee will be returned. Under no circumstances will the Booking Fee be refunded.
3. Death of Mare**.** Should the Mare die or become unfit to Breed prior to Breeding.

Mare Owner may either substitute a Mare or request a Breeding Fee refund, less the nonrefundable Booking Fee. The Substitute Mare shall be owned or leased by the Mare owner and approved by *RF*. Substitute Mare will not be allowed without prior written approval from *RF*.

1. Certificate and Parentage Verification. Mare Owner agrees to comply with all

Breed Association requirements as contained in the Rules of Registration in Breed’s Official Handbook concerning the Use and Handling of Transported Cooled Semen and shall comply with any parentage verification requirements. Upon notification of the birth of a Live Foal *RF* shall issue a Breeder’s Certificate to the Mare Owner. Mare Owner acknowledges and agrees that Breeder’s Certificate shall only be issued for the Mare, and that all fees, costs, and expenses shall be paid in full prior to the issuance.

1. Semen Shipment and Fees. *RF* agrees to collect, process, cool, test and ship Semen

to/for Mare Owner in accordance with the terms and conditions of this Agreement. In exchange for providing such services, Mare Owner shall pay *RF* those fees charged for such services in accordance with *RF* fee schedules and all applicable taxes. *RF* reserves the right to adjust fee schedule at any time without notice. *RF* will make every attempt to ship Semen in good condition; however, once it leaves the Collection Facility, Semen is out of our control. Any delay or damage is the responsibility of the carrier and *RF* cannot be liable. All shipment, insurance, or similar charges shall be the responsibility of the Mare Owner.

1. Sales Tax, Credit Card Fees, and Shipping Costs. In accordance with Wisconsin

law, a 5.1% sales tax will be assessed on the Breeding and shipped Semen fees for all in-state Mares. If Mare Owner pays *RF* by credit card, Mare Owner shall pay *RF* a 3.5% credit card convenience charge to cover bank fees. Payments via PayPal will be adjusted to include fees as charged. Checks and wire transfer have no additional fees except as required by the Mare Owner’s bank. Mare Owner agrees to pay the following costs for the collection/preparation of the Semen:

\*\*\*\*2019 Breeding Season\*\*\*\*\*

* 1. Scotchs True Cowboy is home in Wisconsin at Remembrance Farms! Visits with prior notice are welcome. For the 2019 breeding season Scotchs True Cowboy will be collected, semen processed, and shipped from Wisconsin Equine; Dr. Andy Schmidt Equine Reproductive specialist or his designee.
	2. At the time that semen is ordered please notify *RF* that you have done so and verify all fees are paid. No semen shall be shipped unless all breeding, booking, shipping, and collection fees have been paid. *RF* shall not be responsible for a missed mare cycle due to unpaid fees.
	3. *RF* shall make every reasonable attempt to ship Semen with the disposable container. This container is free of charge. Returns to *RF* are appreciated. If conditions do not allow for use of the disposable container a $350 (refundable with return within 15 days) Equitainer fee applies.
	4. The first collection and shipping is included in the breeding fee of $850. This covers standard shipping. If counter to counter is required, the difference between standard shipping and counter to counter will be charged.
	5. Semen required after the first will be charged at $300 Collection Fee plus Actual Shipping Fees. Shipping fees vary greatly, *RF* will charge only what the actual shipping fee is.
1. Ordering Semen. Mare Owner shall make a request for shipment of Semen at least

24 hours in advance of the requested collection date. After giving priority to Mares ordering first in a cycle, best efforts will be made to produce Semen requests which will be filled in the order in which they are received. *RF* cannot guarantee that Mare Owner’s request for Semen will be filled by the requested date. *RF* cannot guarantee that Semen orders for same day delivery under this contract that are received on the date requested will be shipped by the date requested. Every effort will be made to provide one dose of Semen, two if possible, on an as required basis.

\*\*\*\*2019 Breeding Season\*\*\*\*\*

**Order Semen prior to 9 AM the day before collection to ensure timely delivery.**

**Notify Wisconsin Equine Clinic: Dr Andy Schmidt**

[**39151 Delafield Rd, Oconomowoc, WI 53066**](https://www.bing.com/local?lid=YN940x16070844&id=YN940x16070844&q=Wisconsin+Equine+Clinic&name=Wisconsin+Equine+Clinic&cp=43.0593872070312%7e-88.5232543945312&ppois=43.0593872070312_-88.5232543945312_Wisconsin+Equine+Clinic&FORM=SNAPST)

**Phone: (262) 569-1550**

**If there are questions or problems, please call Farm Manager Sarah or Cheryl Rules: 262-210-2269/262-878-1594. Orders for semen are not considered accepted until a live telephone call has been received by the party collecting the semen and the party ordering the semen. Answering machines/text messages/etc. are not considered acceptable.**

*RF* has a vested interest in helping you to obtain your foal. *RF* will do everything that can reasonably be done to assist in this. Timely and accurate notification of any difficulties is required to assist *RF* in providing this service.

* 1. Collection dates are Monday, Wednesday, and Friday. Special requests can be made and we will try to accommodate them.
	2. Embryo Transfer breeding customers; please contact Dr Schmidt 48 hours prior if an off-schedule collection date is to be requested. Off schedule collection cannot be guaranteed
1. Address of Record. Unless otherwise requested in writing, *RF* shall ship Semen to the address of record which has been provided in writing by Mare Owner prior to any shipment. Mare Owner represents that the address for shipment is a suitable facility for Artificial Insemination of the Mare. *RF* may refuse to make repeated shipment to the address provided by the Mare Owner if *RF* determines, in its sole discretion that it will not reasonably lead to a successful Breeding.
2. Contact/Shipping Information.

(PLEASE PRINT ALL INFORMATION BELOW)

Name of Mare Owner (as it appears on Registration Papers) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mare’s Name and Registration Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_ Zip \_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell/Mobile\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SHIP SEMEN TO: (If different than above address – PLEASE PRINT)

SHIP SEMEN TO: (Name of Facility) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Semen Shipping Address - (No P.O. Box)

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_\_ Zip\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell/Mobile\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Orders for semen are not considered accepted until a live telephone call has been received by the party collecting the semen. Answering machines/text messages/etc. are not considered acceptable.**

Fees received: Booking Check #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_

Remaining Breeding Fee Check #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_

Shipping Fee Check # (2nd shipping)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_

1. Assignment. The Mare Owner shall not assign this Agreement without prior consent of *RF* which may be withheld for any reason or no reason whatsoever.
2. Attorney’s Fees. To the extent *RF* acts to enforce the terms and conditions of this agreement, *RF* shall be entitled to all actual attorney’s fees and expenses incurred by *RF* in enforcing any of the terms and conditions of this Agreement or any other rights or remedies reserved by it.
3. Severability. In the event that any provision or section of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement is deemed to have never been included therein and the balance of this Agreement will continue in effect in accordance with its terms.

 19. **Customer Loyalty Locked-In Program**

*RF* has instituted a unique customer loyalty program to reward those breeders who continue to breed to Scotchs True Cowboy. The breeding fee in effect during the calendar year the first breeding is purchased will remain in effect thereafter regardless of what increases occur. To remain in effect, a minimum of one breeding must be purchased per year at the locked-in rate. The locked-in rate will be honored for any number of mares BY THE ORIGINAL/SAME MARE OWNER. It is not transferable to a different owner of the mare. If a year is missed and the customer then returns, the breeding fee will be increased to the current year’s fee. Each customer will receive a unique contract with their name, original year, and original breeding fee. Mares must have this owners name on their registration papers and the registration paper must be provided yearly.

 **20. Credit Card**: A valid credit card must be on file in the case semen is obtained without payment of fees. A 3.5% fee will be added for all credit card charges.

Card number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exp. date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Security Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name on card \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please specify what charges you want paid with your Credit Card:

Breeding fee \_\_\_\_\_\_\_

Collection Fee (if second shipping in required) \_\_\_\_\_\_\_\_\_

Shipping Fee (if second shipping is required) \_\_\_\_\_\_\_\_\_\_

The parties executed this Agreement as of the day and year first above written.

**REMEMBRANCE FARMS LLC MARE OWNER**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature: