

THE FINAL INVITATION

BREEDING CONTRACT 2017 – FROZEN SEMEN

Contracting Parties

On _____ (Day/Month/Year)

the following breeding contract has been concluded

between

Günter Schäfer, Hasunger Str. 41a, 34289 Zierenberg/Burghasungen, Germany (in the following “stallion owner”)

and

name (in the following “mare owner”): _____

Address: _____

City: _____ ZIP: _____ Country: _____

Phone: _____

E-Mail: _____ Fax: _____

The mare (in the following “mare”)

registered mare’s name: _____

Registration No*: _____ Color: _____

Sire: _____ Dam: _____

(*A complete copy of the mare’s “Certificate of Registration” has to be submitted together with this contract.)

may be inseminated with frozen semen of the stallion **THE FINAL INVITATION** AQHA Reg. 5536346 (in the following “stallion”) according to the following contractual terms and conditions.

(The stallion **THE FINAL INVITATION** has been negatively tested for the following hereditary diseases: PSSM N/N, HERDA N/N, GBED N/N, MH N/N, HYPP N/N.)

Contractual Terms and Conditions

1. Breeding fee

With signing this contract the mare owner agrees to pay the stallion owner the following fees. The mare owner explicitly understands and agrees that no semen will be shipped until the payment of all fees has been booked onto the stallion owner's bank account.

The fee for a breeding with frozen semen, including the live foal guarantee (see no. 5), is 800 Euros. This includes the right to breed the above-mentioned mare (700 Euros) as well as costs of 100 Euros for the collection and preparation of semen.

The following discounts apply:

_____ 100 Euros early bird discount if the contract is concluded before February 28th 2017.

_____ 100 Euro multi mare discount, if two or more breeding contracts for **THE FINAL INVITATION** are concluded in 2017 with the same breeder.

Payments for this contract shall be done by bank transfer to

Account holder: Guenter Schaefer
IBAN: DE64 5205 0353 1153 3686 56
BIC: HELADEF1KAS
Bank name: Kasseler Sparkasse

2. Shipment

The breeding fee does neither include the shipping costs nor the costs for the health certificate necessary for shipping abroad.

These costs are to be covered by the mare owner.

The mare owner will be directly charged for these costs based on a detailed invoice by the following breeding facility:

Tierklinik Kaufungen
Pfungstweide 2
D-34260 Kaufungen
info@tierklinik-kaufungen.de
www.tierklinik-kaufungen.de
Tel.: 0049 5605 70978

The stallion owner is not liable for lost, damaged or delayed shipments, failure of third parties or force majeure.

All claims concerning the shipment must be made towards the breeding facility.

3. Breeding Regulations

For paying the breeding fee the mare owner receives a first shipment of two doses of frozen semen, 8 insemination units each.

This semen is exclusively meant to inseminate the above-mentioned mare during the 2017 breeding season. The semen remains property of the stallion owner until its intended use following this contract.

The semen has to be unfreezed and used by an approved veterinarian, who is familiar with the principle and the practical handling of the insemination with frozen semen. The mare owner has to name the executing veterinarian if requested by the stallion owner. In case of non-compliance the live foal guarantee (see 5) expires.

As soon as a pregnancy of the mare is detected, remaining semen shall not be used in any other way, especially not the insemination of another mare. Any other use without written permission of the stallion owner is a violation of this contract. In case of unused frozen semen, the mare owner has to contact the stallion owner to agree on any further use of the remaining insemination units.

The mare owner has to confirm the pregnancy of the mare 14-16 days and 55-60 days after the ovulation.

The mare owner is responsible for complying with the registration requirements connected with the use of frozen semen and for paying the fees for the subsequent registering of the foal.

The mare owner informs the stallion owner about the name of the treating veterinarian, the date of insemination, the number of used insemination units and the dates and results of the pregnancy examinations until September 30th of the breeding year.

4. Follow-up Insemination

If after proper use of the first delivered two doses of frozen semen no pregnancy can be detected, the breeder may order up to two additional doses of frozen semen (8 insemination units each) during the 2017 breeding season for a fee of 150 Euros per dose plus shipment (see no. 2).

If after proper use of frozen semen delivered in the 2017 breeding season no pregnancy can be detected, and if the breeder informs the stallion owner until September 30th 2017, presenting a confirmation signed by a veterinarian, that the mare hasn't got pregnant during the 2017 breeding season, the breeder may order up to two additional doses of frozen semen twice at the maximum during the 2018 breeding season for a fee of 150 Euros per dose plus shipment (see no. 2).

5. Live Foal Guarantee

The live foal guarantee only applies if the mare got pregnant during the 2017 breeding season.

The live foal guarantee is only valid if the mare is vaccinated for Rhinopneumonitis in the fifth, seventh and ninth month of her pregnancy. If the breeder chooses to make a claim under the live foal guarantee he has to present a confirmation signed by a veterinarian stating that above-mentioned vaccinations have been made at the above-mentioned dates.

The live foal guarantee is void and the stallion owner cannot be held liable in any way, if:

- the breeder neglected to vaccinate the mare for Rhinopneumonitis
- the mare has been bred to another stallion during the 2017 breeding season without written permission of the stallion owner
- the mare is substituted by another mare without written permission of the stallion owner
- the mare doesn't get pregnant, aborts or suffers a stillbirth and the breeder fails to inform the stallion owner according to the regulations of this contract.

According to this contract a living foal is defined as a newborn foal that stands and nurses without assistance within the first twelve hours after birth.

If the mare fails to give birth to a living foal according to the definition of this contract and if the breeder informs the stallion owner within seven days after birth and presents a certificate by a veterinarian confirming the foal's death, the time of death and the probable cause of death within 30 days after birth, the breeder is entitled to make use of a follow-up insemination in accordance with no. 4 of this contract.

The live foal guarantee is neither transferable nor assignable.

6. Substitute Mare

Breeding any other than the above-mentioned mare (in the following "substitute mare") requires the written consent of the stallion owner.

When breeding a substitute mare the dates and deadlines of this contract remain unaffected.

7. Sale of the Mare

If the mare is sold or disposed otherwise, all obligations and liabilities of the stallion owner are void, whereas the payment obligations of the breeder remain unaffected.

Fees in accordance with no 1 and shipping costs in accordance with no 2 of this contract aren't refundable at any time.

8. Availability of Semen

Should frozen semen become unavailable due to unpredictable circumstances which cannot be influenced by the stallion owner before the mare is bred in accordance to this contract once, the stallion owner may send cooled semen alternatively. Only if this is impossible, this contract shall be terminated and the stallion owner refunds the breeding fee (see no 1) within 30 days.

9. Risk assumption, Compensation Claims, Indemnification

The breeder holds full responsibility for the condition and the management of the mare. He holds full responsibility for loss damage to the mare whether by death, disease, injury, infection or otherwise. The breeder agrees not to hold the stallion owner or any other person related to him liable for the above-mentioned events.

10. Transferability

This contract is not transferable, not saleable and must not be assigned to any other party. It can only be changed by written consent of all parties upon all intended changes.

11. Jurisdiction

This contract is to be interpreted according to the laws of the Federal Republic of Germany and the Federal State of Hesse. Any dispute arising from this contract are within the competence of the courts in 34117 Kassel, Germany. Both parties undertake to submit to the jurisdiction of these courts.

The parties agree to act according to the terms and conditions of this contract:

Breeder: _____

Signature: _____ Date: _____

Adress: _____

ZIP/City: _____

Country: _____

Phone: _____ Mobile: _____

Email-Adress: _____

Signature stallion owner: _____ Date: _____