



Foothills Farm of Sedro-Woolley LLC  
Breeding Contract for Frozen Semen

Breeding Manager/Stallion Agent  
Kari Klingenberg 360-202-9008

## BREEDING CONTRACT FROZEN SEMEN

This contract dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between \_\_\_\_\_ herein referred to as Mare Owner/Agent and Foothills Farm of Sedro-Woolley LLC herein referred to as the Breeding Manager. Mare Owner/Agent has engaged one service to the stallion Mr Electric Spark AQHA # 5341389 / NRHA # 559041 for the mare \_\_\_\_\_ Reg No. \_\_\_\_\_. The breeding agreement is valid from the date executed above through the breeding season of the second consecutive year.

The following conditions of service are mutually agreed between Mare Owner/Agent, named above and Foothills Farms of Sedro-Woolley LLC upon execution of this contract.

1. **Breeding Fees:** The Mare Owner/Agent agrees to pay a frozen semen breeding fee, with live foal guarantee for Mr Electric Spark, of \$1,800.00 (US Dollars). This includes a \$300.00 (US Dollars) NON-REFUNDABLE booking fee which is payable upon execution of this contract payable to FOOTHILLS FARM OF SEDRO-WOOLLEY LLC. The balance of the stud fee \$1,500.00 (US Dollars) is due prior to the first semen shipment payable to FOOTHILLS FARM OF SEDRO-WOOLLEY LLC. All fees are non-refundable, subject to the availability of frozen semen (see section 3).

In the event the mare does not conceive during the first breeding season or for any other reason, if the Mare Owner/Agent exercises the right to a return breeding pursuant to the 'Live Foal Guarantee' section hereof, the Mare Owner/Agent shall pay the Stallion Agent a new booking fee of \$300.00 (US Dollars) prior to the first shipment of the following year. The conditions of the 'Live Foal Guarantee' are outlined in section 4.

PLEASE NOTE: The breeding fee does not include shipping fees determined by Scottsdale Equine Reproduction Center. Shipment fees and policies are outlined in section 8.

2. **Allocation of Semen:** The breeding fee entitles the Mare Owner with up to 4 (four) doses of semen for the first breeding season, shipped on a per cycle basis at 2 (two) doses per cycle.

If the Mare Owner/Agent exercises the right to a return breeding pursuant of the 'Live Foal Guarantee' section hereof, the Mare Owner/Agent shall receive up to 4 (four) doses of frozen semen for the second breeding season, shipped on a per cycle basis at 2 (two) doses per cycle, in exchange for payment of a second booking fee as described in section 1.

Additional doses of semen may be purchased for a fee of \$300.00 (US Dollars) per insemination dose. Purchase of a maximum number of two (two) additional doses is allowed within the term of this Agreement.

A "dose" is defined as a single insemination unit (8 x 0.5 mL straws) containing a minimum of 800 million total sperm, which upon thawing using the supplied thawing technique, shows at minimum a 30% post-thaw progressive motility. Stallion Agent will provide detailed thawing and handling instructions for the frozen semen doses provided.

All semen shipped pursuant to this Agreement remains at all times the property of the Foothills Farm of Sedro-Woolley LLC. In the case of unused frozen semen the Mare Owner/Agent agrees to contact the Breeding Manager for direction on what should be done with the remaining straws.

The stallion Mr Electric Spark has been tested and is Five Panel Negative.

3. **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 Breeding Manager shall return the portion of the breeding fee paid by the Mare Owner/Agent within a period of 30 (thirty) days.

4. **Live Foal Guarantee:** Should the Mare fail to conceive, abort, die, or not produce a "Live Foal" then the Breeding Manager 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 7 (seven) 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 7 (seven) 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 Mare Owner/Agent shall provide Stallion Agent within 7 (seven) 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.

Mare Owner/Agent shall notify Stallion Agent within 30 (thirty) 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 Breeding Manager 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. Mare Owner/Breeder shall provide the Breeding Manager with a certificate indicating that such vaccination has taken place at the time the Mare Owner/Agent requests a rebreed pursuant to the Live Foal Guarantee.

The Live Foal Guarantee to the Stallion shall lapse and the Breeding Manager 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 Breeding Manager prior to rebreed
3. Mare is substituted with another mare without written consent of Breeding Manager.
4. Mare fails to conceive, aborts, or dies and Mare Owner/Agent fails to notify Breeding Manager as defined in this section.

5. **Condition of Mare:** 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 Mare Owner/Agent 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 Breeding Manager reserves the right to require a Mare that has not settled within 3 (three) heat cycles be cultured or biopsied to determine breeding soundness. Breeding Manager 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 Mare Owner/Agent is obligated to substitute another mare (upon approval of the Breeding Manager) to fulfill the terms of this Agreement. The substitution of a replacement mare does not extend the original term of the Agreement.

The semen MUST 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.

6. **Billing:** All fees shall be paid in full before frozen semen is picked up or shipped. In the event there are any other fees incurred, monthly statements shall be mailed for services herein provided and are due and payable upon receipt. Statements not paid within 30 days will be subject to a finance charge of 1.5% per month.

7. **Shipping Fees and Policies:** The Mare Owner/Agent 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:

Scottsdale Equine Reproduction Center  
Phone: (480) 273-7759  
Website: scottsdaleequinerepro.com

Please contact Scottsdale Equine Reproduction for current shipping fees, protocol, and requirements.

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

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

8. **Reporting, Breeding Certificate, and Registration:** A "Breeder's Certificate" will be issued upon notification of the birth of the foal, only after all fees are paid by Mare Owner/Agent.

Mare Owner/Agent 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.

Mare Owner/Agent 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.

Breeding Manager 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. Mare Owner/Agent must submit all insemination and pregnancy reports by September.

9. **Rebreed:** If the mare absorbs or aborts a pregnancy after having been checked in foal, or if the mare fails to conceive during normal breeding season, the Mare Owner is entitled to

rebreed for the following breeding season only with a rebreed fee of \$300.00 (US Dollars). Rebreed privileges shall apply only if the Breeder is notified within seven (7) days thereof, and receives a veterinarian's statement confirming absorption or abortion.

10. **Death of Mare:** If the mare dies, or is deemed unfit to breed, during the breeding season (a veterinarian report will be required as verification) a substitute mare, owned by the same owner and approved by the Breeding Manager may be bred without any additional breeding fee, but will be charged the \$500.00 (US Dollars) booking fee. Transfers of fully paid breeding contracts to a new owner will be subject to an additional \$250.00 (US Dollars) transfer fee payable to Foothills Farm of Sedro-Woolley LLC.

11. **Non-Assignment:** Except with the prior written consent of the Breeding Manager, Mare Owner/Agent may not assign or transfer this Agreement, in whole or in part, and any attempt to assign or otherwise transfer this Agreement shall be null and void.

12. **Assumption of Risk & Indemnification:** Mare Owner/Agent agrees to indemnify, release and hold harmless the Farm, its agents, employees and assigns, from any and all claims, demands, actions, suits, attorney's fees and costs, obligations or liabilities of any kind, known or unknown, in any way related to or arising from the Mare or the breeding or insemination of the Mare.

The Mare Owner/Agent 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 Breeding Manager or any person employed or associated with the Breeding Manager harmless for any and all damages associated therewith.

Breeding Manager 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.

13. **Governing Law, Jurisdiction:** This agreement shall be governed by the laws of the State of Washington and shall be binding upon the parties hereto and their personal representatives. Both parties agree to the exclusive jurisdiction of the state courts of the State of Washington and the United States Courts for the Western District of Washington in all matters arising out of this Agreement.

A COPY OF THE REGISTRATION PAPERS MUST ACCOMPANY CONTRACT. OWNER RECORDED ON REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

## **MARE INFORMATION**

Registered Name: \_\_\_\_\_ Nickname: \_\_\_\_\_

Registration Number: \_\_\_\_\_

**OWNER/AGENT INFORMATION:**

Mare Owner's name(s) as shown on breed registration papers: \_\_\_\_\_

Business/Ranch Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

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

Billing Address: \_\_\_\_\_

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

Phone Numbers: Cell: \_\_\_\_\_ Home: \_\_\_\_\_

Office: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**SHIPPING INFORMATION:**

Name of Person Shipping to: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

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

Phone Numbers: Cell: \_\_\_\_\_ Home: \_\_\_\_\_

Office: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Will FedEx deliver to your shipping address on Saturdays? YES \_\_\_\_\_ NO \_\_\_\_\_

IF NO, PROVIDE ALTERNATIVE ADDRESS FOR SATURDAY DELIVERY OR SPECIFY FEDEX STATION WHERE YOU CAN PICK UP SHIPMENT:

Address: \_\_\_\_\_

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

FedEx Station/Airport (for same day shipments if needed): \_\_\_\_\_

**VETERINARIAN INFORMATION:**

Clinic Name: \_\_\_\_\_ Veterinarian: \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone Numbers: Cell: \_\_\_\_\_ Home: \_\_\_\_\_

Office: \_\_\_\_\_ Fax: \_\_\_\_\_

This contract shall be binding upon the parties hereto upon execution hereof, and the same may not be altered or amended, except by written mutual consent of the parties hereto. I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS ENTIRE BREEDING CONTRACT AND AGREE TO ALL TERMS CITED WITHIN.

Date \_\_\_\_\_ Mare Owner/Agent Signature \_\_\_\_\_

Mare Owner Printed Name \_\_\_\_\_

Date \_\_\_\_\_ Foothills Farm of Sedro-Woolley LLC

BY: \_\_\_\_\_

Kari Klingenberg  
Breeding Manager for Foothills Farm of Sedro-Woolley LLC  
28150 North Alma School Parkway, Suite 103 #447  
Scottsdale, AZ 85262

Mr Electric Spark is currently standing at Pinnacle Ranch  
16106 E Red Bird Circle  
Scottsdale, AZ 85262

