

# LAITIN

## Agreement For Transported Semen

This agreement is for the 2009 breeding season made and entered into by and between:

Laura Dwyer

Hereinafter designated as STALLION OWNER, and

at \_\_\_\_\_

phone number: (    ) \_\_\_\_\_ - \_\_\_\_\_, herinafter designated as MARE OWNER.

This agreement covers: (Must be filled in completely)

Mare's Name \_\_\_\_\_ Mare's Age \_\_\_\_\_

Mare's Breed \_\_\_\_\_ Mare's # \_\_\_\_\_

Sire's Name \_\_\_\_\_

Sire's Breed \_\_\_\_\_ Sire's # \_\_\_\_\_

Dam's Name \_\_\_\_\_

Dam's Breed \_\_\_\_\_ Dam's # \_\_\_\_\_

Dam's Sire's Name \_\_\_\_\_

Dam's Sire's Breed \_\_\_\_\_ Dam's Sire's # \_\_\_\_\_

Mare's Previous Breeding History \_\_\_\_\_

STALLION OWNER hereby agrees to sell to the MARE OWNER semen from the stallion LAITIN at the sale price set forth below and to guarantee a live foal, all subject to the terms and conditions set forth below and in the attached schedule of Direct Costs of Collection & Shipment.

1. A veterinary certificate and current uterine culture taken when the Mare is in heat and submitted to a recognized laboratory showing the Mare to be in good breeding condition and free of infection is a precondition to breeding.
2. All fees, charges, and shipping costs due to STALLION OWNER must be paid before the delivery of the semen.
  - A. A payment of \$300.00 booking fee, which is non-refundable, does hereby reserve for the MARE OWNER one season's booking, from April 1, 2009 to August 31, 2009 to Laitin for the sale of transported semen. The \$300 non-refundable booking fee must be returned with this executed contract and the check should be made payable to "Laura Dwyer".

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- B. The stud fee is \$1200.00 and is payable to STALLION OWNER before the delivery of semen. Again, the check should be made payable to "Laura Dwyer".
  - C. A deposit of \$300.00 for the Hamilton Semen Equitainer System and shipping costs must be paid to the STALLION OWNER before delivery of fresh semen. In the event this deposit is depleted before the Mare is in foal, MARE OWNER must pay an additional deposit of \$300.00 to the STALLION OWNER before delivery of additional fresh semen. All fresh semen shipping charges will be deducted from this deposit and the balance will be refunded to the MARE OWNER upon return of all container(s). Any loss or damage to the container will be the responsibility of the MARE OWNER and will be deducted from the deposit.
  - D. The Hamilton Semen Equitainer System must be returned pre-paid 24 hours post breeding to avoid a late fee charge of \$25.00 per day.
  - E. If the Mare is not in foal after the initial semen shipment, the costs of collection and shipment of the equitainer will be the responsibility of the mare owner based on actual expenses. The mare owner shall make payment arrangements (credit card number etc...) to the clinic or breeding facility where the stallion will be collected.
  - F. If the mare needs additional semen shipped, the MARE OWNER will provide the STALLION OWNER with a Federal Express account number to be used for shipping semen for the MARE OWNER. (1-800-GO-FED-EX). A courier service fee for transportation to the airport, and airline shipping costs will be billed to the MARE OWNER if necessary to ship by airline.
- 3. The Mare must be examined by a Licensed Veterinarian between 45 and 55 days after the last day bred and STALLION OWNER notified by mail of her pregnancy status within ten days after said examination or all guarantees are null and void.
  - 4. STALLION OWNER assumes responsibility only to ship semen in viable condition at the time of delivery to the MARE OWNER'S farm or other designated location. STALLION OWNER assumes no responsibility for loss of semen viability or associated expenses due to any delay in shipment, delay in airline schedules, or delay in courier services beyond its control.
    - a. The fresh semen must be administered by a Licensed Veterinarian on the day of delivery or STALLION OWNER shall be considered to have fulfilled her contractual obligations and any guarantees are null and void. Fresh semen may only be available at certain times of the year.
    - b. MARE OWNER must notify STALLION OWNER at least 24 hours before the shipment needs to be made.

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5. The fresh semen may only be used for the Mare designated on this Agreement and all excess semen must be destroyed. Should the fresh semen be used on a mare other than the Mare herein, this Agreement is null and void. STALLION OWNER will require proof of proper disposal in the form of a certificate signed by the Licensed Veterinarian before the issuance of the breeding passport.
6. It is understood and agreed that this contract allows for return privileges for the same Mare if the Mare is examined by a Licensed Veterinarian and found to be barren at 55 days from the date of the last service; provided notice of same is sent to STALLION OWNER. No rebreeding will be considered prior to notice of STALLION OWNER. If after two full breeding seasons the Mare does not conceive, STALLION OWNER shall have the option of continuing breeding efforts with the same Mare, or a substitute Mare, for one more breeding season only. If for any reason the Mare is determined by two Licensed Veterinarians to be unable to conceive, the MARE OWNER may substitute another Mare, acceptable to STALLION OWNER, by promptly providing the written opinions of such veterinarians to STALLION OWNER by mail. The substituted mare will only be entitled to one breeding season and MARE OWNER remains responsible for all collection and shipping costs.
7. Should the Mare not produce a live foal that stands and sucks, the MARE OWNER shall be entitled to have the Mare rebred the following year if, and only if, STALLION OWNER is notified by mail, within 48 hours of the foal's death. In addition, such notice must be followed within ten days by a written statement of details by a Licensed Veterinarian, which statement must be sent by mail, to STALLION OWNER. If such statement of details is not received on a timely basis, the guarantee provided herein becomes null and void. This clause is also binding in case of abortion as well as death. In no event shall the Stallion Owner be responsible for return breeding for more than two consecutive seasons thereafter.
8. MARE OWNER understands that the MARE OWNER shall assume all responsibility for the condition of the Mare and shall 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 OWNER, her employees, agents, successors, and assigns harmless from any and all claims, losses, attorneys' fees, and damages associated therewith.
9. MARE OWNER understands that during periods of greatest demand, there may be days when semen availability is limited.
10. MARE OWNER understands that LAITIN may be competing during the breeding season and there may be days when semen is not available.

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11. Should Laitin die or become unfit for service during the first breeding season as set forth in paragraph 2(A) and the Mare does not get pregnant or produce a live foal, STALLION OWNER will refund only 50% of the stud fee (\$600) to MARE OWNER. Should Laitin die or become unfit for service after the first breeding season as set forth in paragraph 2(A) and the Mare does not get pregnant or produce a live foal, STALLION OWNER will refund only 25% of the stud fee (\$300) to MARE OWNER. No other refunds will be given.
12. This Agreement cannot be assigned or transferred by the MARE OWNER. In the event the Mare is sold or otherwise changes ownership after having been bred by semen from LAITIN, there shall be no return breeding rights to LAITIN under any circumstances.
13. In the event that any legal action is initiated by either party to this contract against the other, such action shall be brought in Contra Costa County, California. The parties hereto agree to subject themselves to the jurisdiction of the courts in said county. If either party brings an action against the other by reason of any of the provisions in this contract, then the prevailing party (as determined by the court) shall be entitled to have and recover from the other party all costs and expenses of the action, and any appeal of such action, including reasonable attorney fees.
14. This contract shall be interpreted in accordance with the laws of the State of California and its validity and administration shall be governed by said laws.
15. The parties agree that the terms and conditions stated herein set forth the entire agreement of the parties.

Executed by STALLION OWNER/Agent as of \_\_\_\_\_, 2009

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

Executed by MARE OWNER as of \_\_\_\_\_, 2009

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

RETURN WITH NON-REFUNDABLE BOOKING FEE TO:

Laura Dwyer  
3061 Avellano Drive  
Walnut Creek, CA 94598  
(925) 980-5859