

2018 BREEDING AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 2016, by and between BARBARA A. CHAPIN dba HIDDEN CANYON FARMS, (hereinafter referred to as

"HCF") and _____, Whose address is,

_____ (hereinafter referred to as "Owner". In this Agreement, where "Owner" is referred to, it shall be defined as the person or persons, lessees, etc., that have legal control and rights over the horse to receive breeding service under this agreement.)

RECITALS:

HCF owns ULTIME ESPOIR and offers breeding opportunities to mares owned by others. Owner owns or controls a mare, described herein, and desires to breed said mare to ULTIME ESPOIR upon the terms, conditions, and covenants contained herein.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RECITALS. The above recitals are made a part of this Agreement.

2. MARE. Owner certifies that they have the legal right to enter into this Agreement to breed the following described mare (hereinafter referred to as "Mare") to ULTIME ESPOIR: (Please attach a copy of the Mare's Registration Paper)

Name: _____

Breed: _____

Foal Date: _____

Registration No. _____

Sire of Mare: _____

3. MARE OWNER'S DUTIES AND WARRANTIES.

3.1 OWNER ACKNOWLEDGES AND AGREES AS FOLLOWS:

- a. That the HCF sole responsibility under this Agreement is to provide semen of ULTIME ESPOIR.
- b. The semen provided under this Agreement shall only be used to inseminate the Mare identified herein. Owner agrees that it shall not, directly or indirectly, use the semen provided herein to inseminate any other Mare. Owner agrees that this limitation is a material consideration of HCF in entering into this Agreement and is required by HCF to maintain the quality of foals bred by ULTIME ESPOIR.
- c. The "breeding season" is defined as commencing March 1 concluding August 15th of each calendar year;
- d. Except as provided herein, HCF makes no guarantee or warranty of a live foal resulting from breeding Mare with ULTIME ESPOIR;
- e. The breeding fees cover only one (1) live foal. If a single foal is born to Mare, Owner agrees at their expense to return any unused straws containing ULTIME ESPOIR's semen within three (3) days after the foal's birth by the Mare.
- f. Owner shall not use, obtain, or retain any unused ULTIME ESPOIR semen for any purpose whatsoever;
- g. Owner shall not cause any transfers of embryos from Mare without HCF's written consent or initials here on the agreement. _____

3.2. OWNER FURTHER REPRESENTS THAT AT THE TIME THE SEMEN SHALL BE SHIPPED, THE MARE WILL:

- a. Have been certified by a veterinarian to be healthy, ready to breed, and physically capable of carrying a foal to birth;
- b. Within no less than sixty (60) days, the Mare has received a negative uterine culture;
- c. The Mare is current on all her immunizations, including Equine Rhinopneumonitis;

- d. Within 45 to 70 days after insemination, Owner at their expense, shall have a licensed veterinarian perform a pregnancy examination of Mare and promptly deliver the results thereof to HCF;
- e. Within 90 days of the birth of the foal, Owner shall register the foal in the appropriate breed registry and deliver a copy of the registration to HCF;
- f. Owner acknowledges that not all breed registries recognize the use of frozen semen or embryo transfers, and it is the sole responsibility of Owner to ascertain whether such procedures are recognized and allowed by the registry the Owner desires;
- g. Owner, at their expense, on or before September 1, shall provide HCF with a Veterinarian Certificate of Insemination to be completed by Owner's veterinarian once the Mare is confirmed to be in foal.

4. STUD FEE.

Owner desires to breed Mare to ULTIME ESPOIR for fee of **\$1750.00 for frozen semen** (collection fees included), and **\$2000.00 for fresh cooled semen** (collection fees will be billed separately by Steinbeck Country Equine Clinic). Steinbeck Country Equine Clinic will charge a \$1200.00 deposit fee for the frozen semen container, which will be returned upon the return of the semen container to Steinbeck Country Equine Clinic.

Availability of fresh cooled semen depends on Ultime Espoir's show schedule.*

For Mare Owners that have a foal on the ground from Ultime Espoir and are planning to breed the original mare or another mare or a associates mare to Ultime Espoir the Stud Fee for FRESH COOLED will be reduced to \$1750.00 per mare with a live foal guarantee. _____ (intials)

5. BREEDING.

Unless otherwise agreed to in writing between the parties, all breeding is through artificial insemination. There is no live cover. The breeding season commences on February 15 and concludes on August 15 of each calendar year.

6. STUD FEE PAYMENT.

The total Stud Fee payable by Owner to HCF for the Stallion ULTIME ESPOIR is due before any semen is sent and as further described in section 4 above. **A sum of \$250 as deposit** is payable upon execution of this Agreement. This deposit is non-refundable and will be applied to the total stud fee should owner complete the breeding and purchase of semen as described in section 4 above. The remaining amount must be paid in full before the semen will be shipped or delivered to Owner. The following terms apply to all fees paid herein:

- a. All payments will be made by personal or cashier's check in U.S. Dollars. All funds must be cleared prior to semen shipment.
- b. All fees must be paid and the signed Agreement, along with a copy of the Mare's registration papers delivered to HCF before any semen shall be provided.
- c. All collection cost for fresh cooled semen and all shipping costs and container fees for frozen & fresh semen shall be paid directly by owner as described in section 4 above.
- d. The Stud Fee set forth above is subject to change at the discretion of HCF, however, once under agreement, the price will be protected as indicated.

6.1 EMBRYO TRANSFER.

Unless the parties have otherwise agreed in writing, Owner shall not transfer from Mare any embryos resulting from ULTIME ESPOIR'S semen and implant them in a different mare. If HCF agrees to an embryo transfer, the stud fee set forth herein shall apply as a minimum charge, and the agreement must be **in writing**. If more than one embryo is flushed from the Mare in a single breeding season, additional stud fees will be assessed to the Mare owner base on embryo's retrieved. This fee will be ½ the amount of the original stud fee for each additional recipient mare checked in foal at 45 days per ultrasound by a licensed veterinarian. If HCF and Owner consent to an embryo transfer, the live foal guarantee set forth in Section 8 shall apply to the mare to which the embryo is transferred.

7. COLLECTION, HANDLING, AND SHIPPING.

HCF shall ship cooled or frozen semen only to Owner's designated veterinarian. Owner is solely responsible to pay for and make all arrangements for shipment of the semen to Owner's veterinarian directly. HCF shall have no liability of

any nature or kind from any delays, failures, or damage in shipment. Owner understands that frozen semen collection and shipping charges are normally higher than like charges for cooled semen. If Owner has contracted for frozen semen, Owner acknowledges that longer notice is required to the collector and shipper in advance of the date Owner desires to inseminate Mare, and Owner is responsible for such arrangements. Owner and their veterinarian are responsible for following the specific instructions provided by HCF's veterinarian in regard to proper handling, thawing and use of frozen semen.

8. FOAL GUARANTEE.

8.1 DEFINITION.

- a. "Birth" is defined as the time the foal has completely left the body of the Mare and the umbilical cord has been broken.
- b. "Live Foal" shall mean the foal has stood and nursed from a Mare, or taken nutrition within 24 hours from the time of birth.

8.2 COOLED SEMEN AND FROZEN SEMEN.

If Owner inseminates Mare with cooled or frozen semen, Owner shall be entitled to re-breed Mare, or substitute mare approved by HCF, again to ULTIME ESPOIR in the next year's breeding season only, if (1) 60 days after insemination that the mare is barren; (2) Mare aborts; or (3) the delivery is not a live foal. Under any of these conditions, Owner shall within (7) days of any of the above events, at their expense, have their veterinarian certify the identity of the Mare, verification of stillbirth, loss of pregnancy or a non-living foal, with reasonable certainty and backup records so that HCF may authenticate the veterinarian's conclusion. If HCF is satisfied in its sole discretion with the veterinarian's conclusion, and if Owner reasonably requires additional semen, HCF shall provide one additional shipment. The cost of shipment, collection (collection fee will be added for frozen semen as well), and handling shall be borne by Mare Owner.

9 WAVER OF CLAIMS AND INDEMNITY.

Owner waives any and all claims against HCF and its owners, agents, veterinarians, assigns, contactors, and employees, for any and all injury to Owner, its business, agents, employees, and owner, for losses of any kind, including, but not limited to, loss to business, damage to property, injury, illness, or death to Mare; injury, illness, or death to any other horse of Owner; injury illness, or death to Owner, it agents, employees, invitees, or any other person, for any cause whatsoever. Owner shall indemnify, defend, and hold harmless HCF and its owners, agents, veterinarians, employees, and assign from and against any and all liabilities, claims, damages, costs, suits, including all attorney fees arising out of this Agreement, including, but not limited to claims for bodily injury, death, or property damage.

10 MISCELLANEOUS PROVISIONS.

- a. This Agreement shall be governed by the laws of the State of California and jurisdiction and venue for all purposes shall be Monterey County, California.
- b. In the event of a dispute arising out of the Agreement, the prevailing party shall be entitled to attorney fees and costs.
- c. If any part of the Agreement shall be determined to be void, the remainder of the Agreement shall remain in full force and effect.
- d. This is the entire agreement between the parties. Owner shall not assign, in whole or in part, any part of the Agreement without the written consent of HCF.
- e. This Agreement may only be amended in writing, signed by Owner and HCF.
- f. This Agreement may be signed in counterparts.
- g. This Agreement shall not be construed for or against the drafter of this Agreement.
- h. Each party by their signature below confirms that they have read and understands this Agreement.

Dated: _____ **HIDDEN CANYON FARMS**

By _____

Barbara A. Chapin, Owner of ULTIME ESPOIR & HCF
480 Crazy Horse Canyon Rd.
Salinas, CA 93907
831-970-8088
bchapin@donchapin.com
www.ultimeespoir.com

Dated: _____ **MARE OWNER**

By _____

Print
Name _____

Address _____

City, State
Zip _____

Telephone _____

Email _____

OWNER'S DESIGNATED VETERINARIAN

Name _____

Address _____

City, State
Zip _____

Telephone _____

Email _____