**BREEDING AGREEMENT for ULTIME ESPOIR**

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:

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

**MARE.** Owner cer tifies 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 Year:

Registration No.

Sire of Mare:

**MARE OWNER’S DUTIES AND WARRANTIES.**

OWNER ACKNOWLEDGES AND AGREES AS FOLLOWS:

1. That the HCF sole responsibility under this Agreement is to provide semen of ULTIME ESPOIR.
2. 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.

1. The “breeding season” is defined as commencing February 15 and concluding August 15th of each calendar year;
2. Except as provided herein, HCF makes no guarantee or warranty of a live foal resulting from breeding

Mare with ULTIME ESPOIR;

1. 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.
2. Owner shall not use, obtain, or retain any unused ULTIME ESPOUIR semen for any purpose

whatsoever;

1. Owner shall not cause any transfers of embryos from Mare without HCF’s written consent or initials here on the agreement. \_\_\_\_\_\_\_\_\_\_\_\_\_ (initial)

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

1. Have been certified by a veterinarian to be healthy, ready to breed, and physically capable of carrying a foal to birth;
2. Within no less than sixty (60) days, the Mare has received a negative uterine culture;
3. The Mare is current on all her immunizations, including Equine Rhinopneumonitis;
4. 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;
5. 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;
6. 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;
7. 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. \_\_\_\_\_\_\_\_\_\_\_\_(initial)

**STUD FEE.**

Owner desires to breed Mare to ULTIME ESPOIR for fee of **$1500.00 for fresh cooled semen** (collection fees will be billed separately by 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 $1000.00 per mare with NO live foal guarantee. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (intial)**

**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.

**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:

* + 1. All payments will be made by personal or cashier’s check in U.S. Dollars. All funds must be cleared prior to semen shipment.
		2. 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.
		3. 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.
		4. 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.

**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. \_\_\_\_\_\_\_\_\_\_(initial)

**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 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.

**NO LIVE FOAL GUARANTEE.**

This Agreement pertains to the provision of semen in order to inseminate one Approve Mare and not to the sale of goods as that term is defined under the California Commercial Code. HCF is not providing a service to Mare Owner, but only a opportunity to create a foal using the Ultime Espoir semen. The parties hereto agree and understand that the successful insemination and impregnation of the approved Mare is completely out of the hands of the HCF. HCF has no control over the Mare during gestation and cannot ensure the quality of care that the approved Mare receives during gestation to ensure a live foal delivery. **Therefore, HCF expressly denies and does not grant any “Live Foal Guarantee” or warranty under this Agreement. ­­­­\_\_\_\_\_\_\_( INTIALS)**

**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.

**MISCELLANEOUS PROVISIONS.**

* + - 1. 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.
			2. In the event of a dispute arising out of the Agreement, the prevailing party shall be entitled to attorney fees and costs.
			3. If any part of the Agreement shall be determined to be void, the remainder of the Agreement shall remain in full force and effect.
			4. 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.
			5. This Agreement may only be amended in writing, signed by Owner and HCF.
			6. This Agreement may be signed in counterparts.
			7. This Agreement shall not be construed for or against the drafter of this Agreement.
			8. Each party by their signature below confirms that they have read and understands this Agreement.

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| --- | --- |
| **Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  | **HIDDEN CANYON FARMS**  |
|  | By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|    | Barbara A. Chapin, Owner of ULTIME ESPOIR & HCF480 Crazy Horse Canyon Rd.Salinas, CA 93907831-970-8088bchapin@donchapin.com[www.ultimeespoir.com](http://www.ultimeespoir.com)  |
| **Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  | **MARE OWNER**  |
|  | By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|   | Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|   | Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|   | City, State Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|   | Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|    | Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|   | **OWNER’S DESIGNATED VETERINARIAN**  |
|  | Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|   | Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|   | City, StateZip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|   | Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

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