

## Midnight Asset DH

### Breeding Contract ( opt. Cooled Transported Semen)

I hereby agree on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ to breed the mare below the Stallion, MIDNIGHT ASSET DH, APHA Reg# 988668 for the **2018** season using cooled semen subject to the following conditions:

Name of Mare \_\_\_\_\_ Registration# \_\_\_\_\_

Breed \_\_\_\_\_ Owner of Papers \_\_\_\_\_

The Total Breeding Fee for MIDNIGHT ASSET DH for 2018 is: € 950,- payable to Denise Henss. (This Total Breeding Fee is broken down separately as Stud Fee € 850,- and non-refundable Chute Fee € 100,- )  
The Mare Owner applies for the following discount of the breeding fee:

- Early booking discount - € 200,- with receipt of the breeding fee until January 15<sup>th</sup> 2018

The total Breeding Fee shall be payable upon execution of this contract and must be paid a minimum of ten (10) days before semen will be shipped. At no time will any shipments be made without the Total Breeding Fee and all shipping fees being paid advance. There is a € 50 fee per shipment of cooled semen which includes shipment via Overnight Courier within Germany. Additional charges of € 25 for Weekend deliveries. If the semen is picked up at the ranch, the fee is € 40 per semen packet per mare. If the mare is placed on breeding station, the mare boarding and veterinary fees are payable the the breeding station owner. All the semen shipment fees and/or semen pickup fees MUST BE PAID prior shipment.

1. Breeding Station will begin shipping cooled semen on February 15<sup>th</sup> of the current season and end on July 31<sup>st</sup>. **A request for shipment of cooled semen must be made by 5:00 pm CET/MEZ the evening PRIOR to shipping time.** Cancellation must be made by 8:00 pm CET/MEZ on shipping day to avoid a € 50,- cancellation fee. One dose of semen will be send per shipment. Any late orders for semen accepted that involve hiring a courier to deliver semen to a courier drop of location will result in a additional € 25,- courier fee. We will ship on a first request, first served basis. At no time will be the Stallion Owner make a guarantee that cooled semen will be available on a specific breeding day. Shipping days at Monday, Wednesday, Friday, Sunday only. We will not ship on non breeding days.
2. The Stallion Owner has the right to set a limit of two (2) shipments per breeding cycle per mare and no more than five (5) shipments per breeding season per mare. The Stallion Owner reserves the right to require the mare owner transport the mare to the breeding farm if more than five (5) shipment per breeding season are requested.
3. Stallion Owner agrees to ship cooled semen as described above. If a mare fails to settle for any reason, mare owner will hold Stallion Owner or Breeding Station blameless. Stallion Owner and Breeding Station bear no responsibility for the semen after it is shipped, picked up or is taken from the breeding farm. This includes but not limited to late deliveries by Airlines and/or Courier Services.
4. Cooled semen disclaimer: Semen is shipped on a first call, first serve basis with farm mares receiving 1<sup>st</sup> priority. Please remember that the cooled semen contract does not guarantee semen will be available. Breeders make no representation or warranties, expressed or implied, regarding

- the cooled semen delivered under this agreement, including without limitation, representations or warranties that the cooled semen will safely reach the insemination point without losing its integrity, quality or other characteristics. The Mare Owner acknowledges the use of cooled semen is an emerging technology that the Stallion Owner and/or Breeding Station cannot use guarantee in any respect. Stallion Owner and/or Breeding Station make no representations or warranties; express or implied, regarding the delivery of the cooled semen delivered under this agreement and shall not be responsible for delay, lost or mishandles deliveries. Semen will be collected on established breeding days and no representation or warranties are made or implied that cooled semen will be available at the time requested by the mare owner.
5. A Live Foal Guarantee will apply for one year. A live foal is described as a newborn foal that stands and nurses without assistance. If the foal is born dead, return privileges shall apply only if Stallion Owner is notified within seven (7) day thereof and receives a veterinarian's statement confirming death within 30 days.
  6. Return re-breeding privileges shall apply only to the normal breeding period and Stallion Owner reserves the right to require the mare owner to transport the mar to the breeding farm. A non-refundable rebreed Chute Fee must paid prior to any mare being re-breed. A substitute mare may be used at the sole discretion of the Stallion Owner only if the original mare has died or is deemed unfit for breeding. No refunds will be given at anytime for any fees for any reason including but not limited to the cute fee or semen shipments fees.
  7. The Stallion Owner has the right to require any mare who eligible for a re-breed to come to the breeding farm by February 15<sup>th</sup> of the next breeding season. At the minimum, the Stallion Owner requires and Mare Owner agrees that any mare that is to be re-bred must have a clean/negative culture send to the Stallion Owner (denise@whaw.de) prior to the start of breeding season.
  8. Should more than one embryo or foal result from a breeding, Mare Owner must an additional Total Breeding fee for each additional embryo within ninety (90) days of the last breeding in order to receive a breeding certificate for additional foals.
  9. The parties further agree that should the Stallion die, be sold or become unfit for service for any reason, then this contract shall become null and void and both parties are relieved of any further obligation hereunder except that the Mare Owner shall pay for all other expenses actually incurred including but not limited to the payment of any outstanding fees including breeding fees, shipped fees, board, etc. and the Stallion Owner may return the breeding fee, less the chute fee to the Breeder provided the mare is not in foal.
  10. The Live Foal Guarantee in this contract is non-transferable and non-assignable and should Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee shall be void. In the event the Stallion Owner agrees to the transfer or assignment of the "live foal guarantee" rights under the terms of this contract, the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable. No refunds will be given at anytime for any fees including but not limited to the cute fess or semen shipment fees.
  11. A Breeder's Certificate will be issued to the mare owner only after all expenses have been paid in full and upon notification of the birth of the foal. Only one Breeder's Certificate will be issued for each Total Breeding Fee paid. Embryo Transfer that result in two or mire embryos and two or more foals born each must have a separate Total Breeding Fee paid per live foal.
  12. The parties acknowledge that this agreement is made and performed within 29664 Walsrode, Germany. Both parties agree should any dispute or claims arise regarding this contract, the venue will be in the court located in Walsrode, Germany and shall be constructed and enforced under the laws of Germany. Both parties agree that at no time will any damages ever be awarded in any amount greater than the actual stud fee that was paid.
  13. When the Mare Owner signs and returns this contract to the Stallion Owner and the Stallion Owner signs this contract, it will then become a binding contract on both parties subject to the above terms and conditions, except by written mutual consent of the parties thereto.

14. Genetic Test Results Midnight Asset DH: GBED-N/N; HERDA-N/N; MH-N/N; PSSM-N/N; LWO-N/N, HYPP-N/N
15. If any other section of this agreement is declared invalid for any reason, the invalidity of that section shall not affect the validity of any other sections of this agreement, and other sections shall remain in full force and effect. This contract may be executed in any number of counterparts which, taken together, shall be considered as a single contract, and may be transmitted via facsimile signature binding the party so signing.

A COPY OF THE REGISTRATION PAPERS (BOTH SIDES) ON THE ABOVE NAMED MARE MUST ACCOMPANY THE SIGNED CONTRACT. Owner recorded on the Registration Papers will be recorded on the Stallion Breeding Report. **Please make Your Bank Transfer Payable to Denise Henss, Stallion Owner or fill out and send your credit card information.**

**FEES: THE BREEDING STATION WILL NOT SHIP SEMEN WITHOUT ALL FEES BEEING PAID PRIOR TO SHIPMENT OR PICKUP ---- NO EXEPTIONS WILL BE MADE AT ANY TIME FOR ANY**

**Please make Your Bank Transfer Payable to Denise Henss, Stallion Owner or fill out and send your credit card information.**

\_\_\_\_\_ Shipped Semen via Courier (Germany) € 25 per Shipment with Two Doses per Shipment

\_\_\_\_\_ Mare Boarding on Breeding Station  with foal  without foal

\_\_\_\_\_ Pick Up Semen -- € 40 per Shipment with Two Doses per Shipment

\_\_\_\_\_ Early Booking discount € 200,- with receipt of the breeding fee until January, 15<sup>th</sup> 2018

\_\_\_\_\_ Specials \_\_\_\_\_



HENGST BESITZERIN: Denise Henss, Altenboitzen 21, 29664 Walsrode, Deutschland  
(E-MAIL: info@whaw.de)

Mare Owner: \_\_\_\_\_

Signature: **X** \_\_\_\_\_ Date: \_\_\_\_\_

Adress: \_\_\_\_\_

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

Telephone: (Work): \_\_\_\_\_ (Home): \_\_\_\_\_ (Cell): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Stallion Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Bank details:**

Account Owner: IBAN: BIC: Bank:

Denise Henss DE 46 2515 2375 0045 0149 09 NOLAD21WAL Kreissparkasse Walsrode

**Credit Card Information:** (card will be charged upon receipt of this contact) Please charge my credit card for all fees:

\_\_\_\_\_ Visa \_\_\_\_\_ MasterCard \_\_\_\_\_ American Express

Name of Cardholder: \_\_\_\_\_

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

Card #: \_\_\_\_\_ Exp Date \_\_\_\_\_ 3# on back of card \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_