

Breeding Contract - Midnight Asset DH

I hereby agree on the _____ day of _____ 20__ to breed the mare below the
Stallion, MIDNIGHT ASSET DH, APHA Reg# 988668 using

cooled semen frozen semen mare on breeding station

to the following conditions:

Name of Mare _____ Registration# _____

Breed _____ Owner of Papers _____

The Total Breeding Fee for MIDNIGHT ASSET DH 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:

- € 200,- Early booking discount - € 85,- with receipt of the breeding fee until January 15th
- € 100,- Re-breed or multiple mare discount

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 € 25 fee per shipment of cooled semen which includes shipment via Overnight Courier within Germany. Additional charges of € 75 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 to the breeding station owner. All the semen shipment fees and/or semen pickup fees must be paid on bill.

PLEASE NOTE: The breeding fee does not include shipping fees determined by Landgestüt Celle, Jägerstrasse 3, 29221 Celle, Phone +49 5141 929 33, Mail: Labor@lgst-celle.Niedersachsen.de Shipment and station service fees and policies are outlined (See attachment)

1. **Regulations for cooled semen:** Breeding Station will begin shipping cooled semen on February 15th of the current season and end on July 31st. **A request for shipment of cooled semen must be made by 10:00 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 sent per shipment. 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.
 - 1.1. The Stallion owner has the right to set a limit of three (3) shipments per breeding cycle per mare and no more than six (6) shipments per breeding season per mare.

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 blameless. Stallion Owner 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.

2. **Regulations of frozen semen:** The breeding fee entitles the Mare Owner with up to 4 doses of frozen semen for the first breeding season, shipped on a per cycle basis at 2 doses per cycle. If the Breeder exercises the right to a return breeding pursuant to the 'Live Foal Guarantee' section hereof, the Breeder shall receive up to 4 doses of frozen semen for the second breeding season, shipped on a per cycle basis at 4 doses per cycle, in exchange for payment of a second booking fee. Additional doses of semen may be purchased for a fee of 80,- € per insemination dose. Purchase of a maximum number of 2 additional doses is allowed within the term of this Agreement.
- 2.1. A "dose" is defined as a single insemination unit (4 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 35 % post-thaw progressive motility. Breeding Station 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 Stallion Owner. In case of unused frozen semen the Breeder agrees to contact the Breeding Station for direction on what should be done with the remaining straws.
- 2.2. **Availability of semen:** Should frozen semen become unavailable due to unforeseeable circumstances, before the Mare is first serviced pursuant to this Agreement, the Breeding Station may alternatively send cooled semen. Only if this is impossible this Agreement shall be terminated and the Stallion Owner shall return the portion of the breeding fee paid by the Breeder within a period of 30 days.
- 2.3. **Breeding and mare conditions:** 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 Breeder 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.
 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.

VETERINARIAN INFORMATION:

CLINIC: _____ VETERINARIAN: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ EMAIL: _____

- 2.4. **Shipping fees and policies:** Breeder 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: Landgestüt Celle, Jägerstrasse 2, 29221 Celle, Germany, Phone +49 5141 929 33, Mail: Labor@lgst-celle.Niedersachsen.de
 Please contact them for current shipping fees, protocol and requirements. A survey for the service fee is enclosed. All fees must be paid before shipping. Once the shipment arrives it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24hrs of delivery.

3. **General terms of contract:** Please remember that the semen contract does not guarantee semen will be available. Breeders make no representation or warranties, expressed or implied, regarding the semen delivered under this agreement, including without limitation, representations or warranties that the semen will safely reach the insemination point without losing its integrity, quality or other characteristics.
- 3.1. 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.
- 3.2. Return re-breeding privileges shall apply only to the normal breeding period. 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 mar 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.
- 3.3. 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.
- 3.4. 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 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.
- 3.5. 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.
- 3.6. 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.
- 3.7. Genetic Test Results Midnight Asset DH: GBED-N/N; HERDA-N/N; MH-N/N; PSSM-N/N
- 3.8. 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 REGITRATION 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

- 850,- **Breeding Fee**
- 100,- **Chute Fee**
- 200,- € early booking discount
- 100,- € Re-breed- oder multiple mare dicount
- on Bill **Cooled Semen via Courier (Germany) € 25 per Shipment with Two Doses per Shipment**
- on Bill **Weekend Shipment cooled semen (Germany) -- Add € 75 per Shipment with Two Doses per Shipment**
- Pick Up Semen **€ 40 per Shipment with Two Doses per Shipment**
- On Bill **Shipment frozen semen (Europe) Invoice by Landgestüt Celle**
- On Bill **Mare Boarding on Breeding Station with foal without foal**

Specials: _____

Bank details: Account Owner: Denise Henss
IBAN: DE 46 2515 2375 0045 0149 09 BIC: NOLAD21WAL
Bank: Kreissparkasse Walsrode

Mare owner: _____

Signature: **X** _____ Date: _____

Adress: _____

City, State, Zip: _____

Tel: (Home): _____ (Cell): _____ E-Mail: _____

Adress Breeding Station: _____

Signature Stallion owner: _____ Date: _____



Niedersächsisches Landgestüt Celle

Information on shipment of stored frozen semen

While ordering stored frozen semen, please be advised to consider the following points:

1. Order needs to include :
customer data - invoice address - inseminating vet - shipment address - mare and life time number
Orders can be made either by fax **05141 / 929455** or by email labor@lgst-celle.niedersachsen.de
2. Clearance by the owner of the frozen semen needs to send either by Fax **05141 / 929455** or by Email labor@lgst-celle.niedersachsen.de

3. Invoice for the customer will include the following items:

Inner german orders:

Processing fee	40,- €
Container rent fee	60,- €
Shipping within Germany	90,- €

Foreign countries:

Processing fee	40,- €	
One-way dry shipper	140,- €	
Veterinary certificate	40,- € (EU)	100,- € (third country)
Shipping fee (for shipping within EU)	by request	

Email or Fax of the purchaser needs to be declared to allow fast processing of orders.
Shipment will be made only after receipt of payment on Celle State Stud bank account.
Because of a time delay associated with receipt of payment, shipments cannot be made from one day to the other. Please be advised to order and purchase semen as early as possible to prevent time delays.

4. Frozen semen can be also picked up with your own container at Celle State Stud, Jägerstr. 3, 29221 Celle. Please be advised to make an appointment in advance – **Telephone 05141 / 929433**
The processing fee (40,- €) must be paid cash when picking up the frozen semen.

Please contact us if you need further information!

Stand 01.01.2017 Preisanpassung vorbehalten