

**BREATH TAKING FRIESIANS  
BREEDING AGREEMENT**

This Breeding Agreement (“Agreement”) is made this \_\_\_\_\_, 20\_\_\_\_ by and between Breathtaking Friesians (“Seller”) and:

Name : \_\_\_\_\_ ( “Buyer”) Phone: \_\_\_\_\_ Farm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

With respect to that certain mare (“Mare”) known as:

Mare’s Name: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Registration: \_\_\_\_\_  
(Register) (Reg. Number)

**FOR VALUABLE CONSIDERATION**, the receipt and adequacy of which is hereby acknowledged, Buyer and Seller agree as follows:

**1. PURCHASE AND SALE:** subject to the terms and conditions provided herein, and the terms and conditions on the reverse side hereof entitled “Additional Terms and Conditions”, Seller shall sell to Buyer and Buyer shall purchase from Seller, live semen (“Semen”) in viable condition from Harold v.R. (aka Apollo.) FPS Register No. 528004200206921 (“Apollo”) for breeding to Mare during the breeding season (March 1 through August 1) (“Breeding Period”)

**2. Stud Fee:** Buyer shall pay to Seller a stud fee (“Stud Fee”) in the amount of six hundred fifty dollars (\$650.00) payable as follows:

- a. a non-refundable booking fee (“Booking Fee”) of two hundred dollars (\$200.00) within ten (10) days after the date of this Agreement; and
- b. The balance of the Stud Fee (four hundred fifty dollars (\$450.00) on or before the date that is thirty (30) days prior to the Breeding Period.

**3. COLLECTION AND SHIPPING:** Buyer shall pay to **Seller’s handler** (“Breeding Handler”)(as may be designated by Seller from time to time) a collection and shipping fee (“Collection and Shipping Fee”) charged by Breeding Handler for collection and shipment of the Semen pursuant to a separate contract between Buyer and Breeding Handler at then applicable rates. This Agreement is for the payment of **Stud Fee** only All terms and conditions concerning the collection and shipment of Semen shall be between **Buyer and Breeding Handler**.

**4. MULTIPLE MARE DISCOUNT:** Seller shall credit to Buyer the sum of one hundred dollars (\$100.00) off the Stud Fee for each mare (other than Mare) bred by Buyer during the Breeding Period.

**5. MARE OWNER AGREES:** to provide a copy of mares’ registration papers, if applicable. All mares breeding with us are required to have a Cytology Smear and Culture performed before breeding can take place. **Accept:** \_\_\_\_\_ **Decline:** \_\_\_\_\_

Mare owner assumes responsibility for proper handling and administration of semen and agrees to have recipient mares inseminated by a licensed veterinarian or technician. Mare owner agrees that only the mares designated on this will be inseminated with the shipped semen. It is the responsibility of Mare Owner to have the delivery of Semen Certificates signed by the attending veterinarian and returned to Breeder. Mare Owner understands and accepts that due to excessive demands of named stallion or

unusual circumstances, on certain days, mare(s) may need to be rescheduled. Mare Owner is to have mare(s) ultrasound within 30 days post insemination and is to notify Breeder once pregnancy has been determined. Mare Owner agrees to keep the mare(s) in good condition to successfully carry a healthy foal.

**6. LIVE FOAL GUARANTEE:** This contract contains a limited "Live Foal Guarantee". A live foal is described as a newborn foal, that stands and nurses. If named mare fails to produce a Live Foal from the semen. Buyer is entitled to a second or third collection for the next consecutive heat Cycle during the breeding period with out payment of an additional stud fee. Notwithstanding the foregoing, buyer shall be responsible for the collection and shipping fee for each respective collection. The "Approved Procedures" means insemination by a licensed veterinarian on the day of delivery of the semen. Buyer shall prior to requesting a second or third Collection, as applicable, provide Breeder with a written certification from the licensed Veterinarian who performs the insemination of the mare that the insemination followed the Approved Procedures and that the insemination of the mare either did not result in a viable pregnancy or live foal. Buyer acknowledges that beyond the possible rebreeding privilege set forth in this Section, there is no warranty, express or implied that Mare will ultimately deliver a Live Foal.

**7. REQUEST FOR SEMEN:** Buyer shall contact Seller's Breeding Handler to arrange for the shipment of Semen to Buyer by way of a nationally recognized express carrier, in accordance with such separate agreement.

**8. REFUNDS:** In the event of the death of the Named Stallion prior to servicing the Mare and his frozen semen is not available, Mare Owner has the option of a refund of the stud fee. In no other case is the stallion fee refundable. Booking, Collection, Shipping fees are not refundable, neither is the stallion service fee after semen has been shipped one or more times. If Mare Owners should have the mare(s) serviced by another stallion during the term of this contract, this contract shall become instantly null and void with no refunds given.

**9. BREEDING CERTIFICATES:** A Breeder's Certificate will be issued only after all fees and expenses have been paid and the Mare Owner has notified the Stallion Owner that the foal was born safely and has met the criteria of the "live foal". It is important that the Mare be reconfirmed in foal at the end of the breeding season. Mare Owner will receive the Breeding Certificate in a timely manner upon birth.

**IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the day and year first written above.**

**BUYER:**

**SELLER: BREATHTAKING FRIESIANS**

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

By: \_\_\_\_\_  
**Jackie Basagoitia Owner**

**BREATHTAKING FRIESIANS: 881 Mahogany Dr. Minden Nevada 89423 Phone (775)782-0389 Fax (775)783-4205**