

Desidera Farm, LLC

2729 Deep Creek Road
Palmyra VA 22963

2023 Stallion Breeding Contract

Stallion Service Contract for Fresh Cooled Semen

This document constitutes the Breeding Agreement between Catherine Marcks of Desidera Farm LLC (the "Stallion Owner") and _____ of _____ (the "Mare Owner") on this ___ day of _____, 202___, regarding the breeding of Amazing (the "Stallion") to the mare listed below (the "Mare"), as follows:

Mare Information:

Name: _____ DOB: _____ Height: _____

Color and markings: _____

Sire: _____ Dam: _____ Dam sire: _____

Breed: _____ Registration # _____

USEF/USHJA/USDF # _____

Last date foaled (or currently in foal?) _____ Explanation _____

WFFS Carrier Status: _____ Other Information _____

Please include a copy of your Mare's registration papers along with a picture of the Mare when returning this contract.

Mare Owner Information:

Name: _____ Farm Name: _____

Address: _____

City: _____ State/Province: _____ ZIP Code: _____

Phone: _____ Fax: _____

EMAIL _____

FED EX ACCOUNT NUMBER _____

Amazing

2005 Stallion by Balou du Rouet and out of the Voltaire mare, Udine.

Height: 16.1 ½ HH

Approved: KWPN Reg B
RPSI/Westfalen Book 1 upon completion of performance

EVA Negative and vaccinated annually
WFFS Tested Negative

Terms and Conditions:

1. **Breeding Fee:** The non-refundable Breeding Fee paid by Mare Owner to Stallion Owner is \$1,550 USD.
2. **Booking Fee:** A non-refundable booking fee of \$550 USD *is included* within the **Breeding Fee**.
3. **Fresh Cooled Collection Fee:** A non-refundable collection fee of \$300 USD *is included* within the **Breeding Fee** and applies to the *first* fresh cooled collection *exclusively*. Subsequent shipments will be subject to the Collection Fee of \$300 per collection, and all collections are subject to at-cost shipping fees. After first collection, all subsequent collection fees must be pre-paid directly to Breeding Center using Zelle.
4. **Fees:** We require pre-payment before any services are rendered including but not limited to breeding fee, weekend collection fees, and rush fees— payable by check, Zelle and Venmo @DesideraFarm.
5. **Shipping Fees:** Mare Owner is required to have a FedEx account to pay for the Shipping Fees and will provide the FedEx account information to Breeding Center prior to the first collection and shipment.
6. **Semen Collection Requests:** Written requests to Willow Hill Equestrian (“Breeding Center” or “WHE”) for fresh cooled semen must be received by WHE 24 hours prior to desired collection date. Collections are available Monday through Friday. Weekend collections may be possible; however, there will be an additional \$50 fee. Same day service is not guaranteed, but the Stallion Owner will try to accommodate the Mare Owner whenever possible. For same day service, there will be a rush fee of \$80.00. Mare Owner should keep Stallion Owner and WHE informed of the heat cycle of the Mare so we may be better prepared to assist. All written requests should be emailed to ThmDoyle@cs.com and AmazingKWPN@gmail.com
7. The **Mare Owner** agrees to breed *exclusively* to the **Mare**, as stated within this agreement. Neither booking nor return privileges can be transferred without written permission by the **Stallion Owner**. This contract is non-refundable. Mare Owner agrees to use the semen shipment from Amazing for the above specified Mare only. If semen is used on any additional mares, the full Breeding Fee and a separate contract will be due immediately. In addition, embryo transfers from the above Mare using semen from Amazing require prior written permission from the Stallion Owner.
8. In the event of embryo transfer: Should Mare Owner flush more than one viable embryo, Mare Owner shall pay \$900.00 for every subsequent embryo to Stallion Owner once a recipient mare is checked still pregnant on or after 60 days. A live foal guarantee does NOT apply to extra viable embryos flushed.
9. **Breeding Certificates:** will be sent out upon notice of the foal’s birth, and upon receipt of a photo.

_____ Initial

MARE OWNER RESPONSIBILITIES FOR CONTRACTS WITH A LIVE FOAL GUARANTEE

Prior to shipment of semen, a culture and cytology is strongly recommended to assure the Mare is in sound breeding condition and free from infection. It is also recommended that the Mare be vaccinated for Rhinopneumonitis at 5, 7, and 9 months of pregnancy and that the Mare is kept up to date on all deworming and vaccinations. Failure to follow these protocols may nullify the LFG.

In order for the Guarantee to be valid, a pregnancy check by a licensed veterinarian **must be** performed at approximately 16, 28, and 60 days post ovulation. Mare Owner must inform Stallion Owner of Mare's pregnancy status no later than 60 days post ovulation to make arrangements for subsequent collections. All communications should be sent to AmazingKWPN@gmail.com.

If Mare fails to conceive during the course of the first breeding season, Mare Owner is entitled to a return breeding the following year. It will be the Mare Owner's responsibility to pay any related collection and shipping fees. If said Mare is deemed infertile, Mare Owner may substitute another Mare upon approval of the Stallion Owner. This substitute mare shall be bred under the same terms and conditions as the original mare. Stallion Owner must be notified in writing by a licensed veterinarian of any infertility issues by mail or to AmazingKWPN@gmail.com.

Mare Owner assumes all responsibility for the care, custody, and control of the Mare and bears all risk of loss or damage to the Mare for any reason including, but not limited to death, disease, injury, infection, or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination, and therefore releases, discharges, indemnifies and holds harmless Desidera Farm LLC, its employees, agents, officers and directors, from any liability for any and all damages associated therewith. Mare Owner hereby agrees to pay all expenses and attorney's fees incurred by Desidera Farm LLC in defending any claims for which Mare Owner has agreed to release, discharge, indemnify and hold harmless Desidera Farm LLC, its agents, employees, officers and directors.

STALLION OWNER RESPONSIBILITIES:

The full Breeding Fee of \$1,550.00 is due before any semen will be shipped. The first collection is included in the Breeding Fee. Subsequent collections are \$300.00 each and must be paid before any additional shipments will be sent. Mare Owner is permitted up to 2 collections per heat cycle for up to 3 breeding cycles for a total of 6 collections per season for two consecutive breeding seasons as per Contract. Additional collections are at Stallion Owner's discretion.

Desidera Farm LLC will provide fresh cooled semen via Willow Hill Equestrian LLC in viable condition from Amazing to the Mare Owner's approved address or veterinarian. Stallion Owner and Breeding Center are not responsible for any semen shipments that are damaged, lost, or delayed during transport. Semen must be administered by a licensed veterinarian on the day of delivery or the guarantees expressed in this Agreement may not apply.

Collections are scheduled Monday-Friday from March 1 to July 1st with notice required the day before collection is needed. Weekend collections may be possible, however, there will be an additional charge of \$50.00. Semen requests must be made no later than 5 PM EST the day before shipment is required. Same day service is not guaranteed, but Stallion Owner will try to accommodate the Mare Owner

_____ Initial

whenever possible. For same day service, there will be a rush fee of \$80.00. Mare Owner should keep Stallion Owner and Breeding Center informed of the Mare's heat cycle.

Semen will be shipped overnight in a high-quality disposable container and it does not need to be returned. There is a limited number of Equitainers available— if desired, please make arrangements with the Breeding Center.

Shipping costs will be charged to the Mare Owner through a FedEx account provided by Mare Owner directly to WHE and Stallion Owner. Mare Owner **must** provide Stallion Owner and WHE with a FedEx account number prior to shipping request to cover shipping costs.

Should the Stallion die or be unable to produce viable fresh-cooled semen, the contract will be fulfilled using frozen semen. In this case, the Mare Owner will be entitled to two frozen doses with no LFG. Mare Owner is responsible for shipping fees, proper handling of frozen semen and storage etc.

GUARANTEE FOR FRESH SEMEN CONTRACTS WITH LIVE FOAL GUARANTEE:

If the Mare does not produce a live foal that stands, sucks, and survives the first 24 hours after birth, the Mare Owner shall be entitled to a return breeding within the 2 year time period of this contract. The guarantee will only apply if the Stallion Owner is notified within one week of the death of the foal by a licensed veterinarian with a statement of details. Collection and shipping fees will apply to the return breeding. The live foal guarantee is expressly contingent upon Mare Owner properly caring for the pregnant mare. Proper care shall include, but shall not necessarily be limited to proper feeding and nutrition, regular de-worming with products approved for pregnant mares, and vaccinations that are customary in Mare Owner's geographical area.

If Mare has not conceived by the end of the 2nd breeding season, Mare Owner may choose to extend the contract for one year for a fee of \$500.00 upon approval of Stallion Owner. In this case, all related expenses concerning collection, shipping, and vet fees are the Mare Owner's responsibility.

TERMS AND TERMINATION FOR LIVE FOAL GUARANTEE CONTRACTS:

This Contract shall continue until the earlier of the following:

- the completion of the second season of breeding from this agreement date,
- a live foal is produced,
- any violations of this Contract by the Mare Owner and failure to correct such violations within 14 days of notice by the Stallion Owner.
- any violations of protocol for breeding with fresh cooled or frozen semen and failure to correct such violations within 14 days of notice by the Stallion Owner

The entire understanding between the parties is expressed in this written Contract, which may only be modified by a written agreement signed by the parties in this Contract. The terms of this Contract shall be construed according to the laws of the Commonwealth of Virginia, and shall be enforced and interpreted under the laws of the Commonwealth. If any clause of this Contract is deemed to conflict with State Law, then that clause is null and void, but the remainder shall remain in full force in effect.

_____ Initial

All terms and conditions to the Agreement shall be binding on the heirs, administrators, and assignees of the Mare Owner and the Stallion Owner. In the event that Desidera Farm, LLC incurs attorney's fees and/or legal costs in securing or protecting any right available to it under this Contract or under the laws of Virginia, the Customer agrees to pay said attorney's fees and costs.

Signed contracts may be returned to Desidera Farm, LLC via mail to Desidera Farm, LLC, 2729 Deep Creek Road, Palmyra VA 22963 or email to AmazingKWPN@gmail.com.

Payment may be made by check payable to Desidera Farm LLC or use our Venmo @DesideraFarm

It is hereby agreed that by signing this Contract and sending in payment to Desidera Farm, LLC, that upon receipt of such Contract and payment, and payment clearing through the bank, that this Contract is in full force and effect.

Signed and agreed on this _____ day of _____, 20____ by:

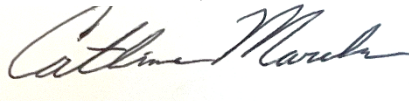
Mare Owner:

Sign Name: _____ (Seal)

Print Name: _____

Stallion Owner:

Desidera Farm, LLC

By: 

Catherine Marcks, Owner

Breeding Checklist for Amazing
ITEMS DUE BEFORE ANY SHIPMENTS WILL BE SENT OUT

_____ COMPLETED CONTRACT

_____ BREEDING FEE: \$1,550.00 (FIRST COLLECTION INCLUDED)

_____ FEDEX ACCOUNT NUMBER

_____ COPY OF MARE'S PAPERS AND PHOTO

_____ SHIPPING ADDRESS FOR SEMEN

Payment Information

After the first included Collection, all subsequent Collection fees (\$300 USD per collection) are to be paid directly to Tommy Doyle at Willow Hill Equestrian Ltd. via Zelle. thmdoyle@cs.com