

Two-Year Contract Equine Breeding Agreement

This Equine Breeding Agreement (the "Agreement") is entered into as of ____/____/____ by and between Zoe Ann Flannery of 7 Spring Street, Apt 2, Newmarket, New Hampshire 03857 ("Stallion Owner") and the breeder identified below (the "Breeder") for the purpose of breeding the Stallion identified below (the "Stallion") to the Breeder's mare identified below (the "Mare"), with the goal of producing one Live Foal, defined as a foal that stands, nurses, and survives the first 72 hours after birth.

1. BREEDER:

BREEDER INFORMATION		
Breeder's Name:		
Address:		
Phone:	(home)	(cell)
	(work)	(fax)
Email:		

2. STALLION:

STALLION INFORMATION (the "STALLION")			
Stallion's Name	Landsong	Breed/Registration Number	ISR/Oldenburg NA

- (a) The Mare Owner shall have no right, title or interest in the Stallion except for the breeding rights expressly set forth in this Agreement. All breeding under this agreement is to be by artificial insemination via cooled semen.
- (b) The breeding season for the Stallion via cooled semen is March 1, 2016 to August 15, 2016, and March 1, 2017 to August 15, 2017.
- (c) In the event that the Stallion should be unavailable for breeding by cooled semen due to illness, injury, infertility, death, sale, or for any other reason, the Breeder will receive frozen semen from the Stallion. If and only if the Stallion becomes unavailable prior to the first shipment of semen to the Mare, the Breeder may elect to receive a refund in full of the Breeding Fees. After the first shipment of semen, there will be no refund of Breeding Fees.

3. MARE:

MARE INFORMATION (the "Mare")					
Mare's Registered Name:				Mare's Barn Name:	
WILL THIS BE AN EMBRYO TRANSFER BREEDING? <i>Yes or No</i>					
Age:		Height:		Breed:	
				Registration #:	
A COPY OF YOUR MARE'S REGISTRATION PAPERS MUST BE ATTACHED.					
Registries Mare is Approved for Breeding with:				Preferred Registry for Your Foal:	
Mare's Breeding Status:				Planned Month of Breeding:	
Mare's Breeding History: <i>Years Bred; Foals Produced; Any Health Concerns</i>					

(a) A Breeding Soundness Exam prior to breeding, including a uterine culture and cytology, is recommended but not required for all mares. If a mare fails to settle after two breeding cycles, the Breeder will be required to submit culture and cytology results to Hilltop prior to any additional shipments of semen.

(b) The Breeder may substitute a new mare that is owned or leased by the Breeder if the above Mare is no longer suitable for breeding. Complete information on the new mare must be supplied to Stallion Owner prior to requesting or using semen. The substitution of a replacement Mare does not extend the original terms for the Agreement.

4. EMBRYO TRANSFERS:

(a) The Breeder must be notified at the execution of this Agreement if the Breeder intends to use Embryo Transfer as a means of producing a foal from this breeding. It is the responsibility of the Breeder to arrange for the Recipient Mare or Mares and the Breeder bears all costs, responsibility, and risk associated with them.

(b) In the case that multiple embryos are recovered from the Donor Mare, the additional embryos may be transferred to multiple Recipient Mares at the Breeder’s discretion. The Breeder must notify Stallion Owner of any additional pregnancies not later than 18 days post implantation. An additional Breeding Fee of 50% of the Breeding Fee as set out in the Agreement will be due for each additional Live Foal resulting from the transfer of multiple embryos from the same breeding. The additional Breeding Fee for each additional Live Foal is due not later than one week after the birth of each additional foal.

(c) Permission to transfer multiple embryos from one breeding of the Donor Mare does not in any way imply the right to breed any mare other than the identified Donor Mare to the Stallion with semen shipped pursuant to this Agreement, or to re-breed the Donor Mare with semen shipped pursuant to the Agreement while there is at least one viable pregnancy or if a Live Foal has been produced. If the Breeder wants to rebreed the Donor Mare to achieve additional pregnancies while there is a successful surrogate pregnancy in progress, a new Breeding Agreement must be executed.

5. FEES:

2016 Breeding Fee	\$1,000 (\$250 booking fee + \$750 service fee) Note: TWO YEAR CONTRACT
Available Discounts <i>Please check off if eligible and include results if applicable.</i> <i>Maximum of 1 discount per contract.</i>	<input type="checkbox"/> 50% Early Booking Discount <i>\$250 Booking fee must be paid IN FULL no later than March 15th 2016.</i> <input type="checkbox"/> 25% Exceptional Producer Discount <i>3 or more Premium/Site Champion offspring, or 1 or more National Champion offspring or International level competitors</i> <input type="checkbox"/> 20% Performance Mare Discount <i>PSG Dressage, Level 6 Jumpers, Intermediate Eventer, or 3’6” Hunter</i> <input type="checkbox"/> 20% Multiple Mare Discount <i>Must be booked (paid IN FULL) at the same time</i> <input type="checkbox"/> 20% Return Breeder Discount
Total Breeding Fee Due: <i>Breeding Fee minus any discounts for which the Breeder is eligible</i>	

(a) Payment of Fees. The Booking Fee (\$250) is due upon execution of this Agreement. The remaining Service Fee can be paid at the same time as the Booking Fee or any time prior to the first shipment of semen.

(b) Collection and Shipping Fees. Collection and shipment of semen for The Stallion is performed by TNT Equine (“TNT”). The first collection by TNT is included in the Breeding Fee of The Stallion, the Breeder will pay all Shipping Fees. Subsequent collections for The Breeder after the first collection during this contract are charged to the Breeder by TNT. The collection of semen expenses and shipping expenses (which together comprise the Distribution Fees (“Distribution Fees”) are set out in Stallion Owner’s Schedule of Breeding Fees for the current breeding season and are payable to TNT. The applicable Distribution Fees will be charged to the Mare Owner’s credit card prior to each semen shipment. Prices are subject to change and are set forth by TNT. The Stallion Owner will notify The Breeder of any changes to the Distribution Fees (excluding shipping fees) as they are published by TNT via telephone. _____ (Breeder Initials)

(c) Container Security. Semen is shipped in specialized containers which shall at all times remain the property of TNT if rented. For each shipment of semen, the rented shipping container must be returned to TNT in good condition within the timeframe listed on the container and by the method specified in the container documents. A Late Fee, as set out in the Distribution Fees, may be assessed for late return of the shipping container. Any loss of or damage to the container will be the responsibility of the Breeder and will be charged to the Breeder's credit card. _____ (Breeder Initials)

Distribution Fees as set forth by TNT Equine. All prices are subject to change.

Semen collection, evaluation, and processing for cooled shipment	\$265.00
Semen split collection for cooled shipment and additional mares	\$106.00
Equitainer Rental Fees:	
Non-refundable deposit	\$37.00
Non-returned or destroyed container	\$371.00
Late fee for not being returned within 3 business days	\$10.00/day
Disposable shipping container	\$28.00 ea
Shipping Fees Fed-Ex (out and return) per weight & location	Price varies

(d) Credit Card Required. The Stallion Owner and TNT require that the Breeder provide valid credit card information for securing the semen shipping container deposit and for the billing of Distribution Fees prior to each shipment of semen. Other fees may be charged directly to the credit card at the Breeder's request. The Breeder's signature below is authorization for The Stallion Owner and/or TNT to charge the credit card for Distribution Fees and to charge the credit card for loss of or damage to the shipping container, as well as for the amount of any returned check plus relevant bank fees. _____ (Breeder Initials)

PAYMENT - The Breeding Fee may be paid by check, Mastercard, or Visa. Shipping expenses must be paid for by credit card.		
VISA or MASTERCARD	_____ - _____ - _____	
Expiration Date:	Verification ID # <i>(3 digits on back of credit card)</i>	_____
Name of Cardholder:	_____	
Billing Address for Cardholder:	_____	
Signature of Cardholder	_____	
Please initial your selection	<input type="checkbox"/> I am enclosing payment for my Breeding Fee by check. OR <input type="checkbox"/> Charge my Booking & Service Fees to my credit card at this time. OR <input type="checkbox"/> Charge to my credit card the Booking Fee now and the remaining Service Fee prior to the first shipment of semen.	

6. SEMEN SHIPMENT AND ADMINISTRATION:

- (a) Upon payment of the Breeding Fee and applicable Distribution Fees the Breeder is entitled to shipments of semen from the Stallion during The Stallion's 2016 and/or 2017 breeding season until the Mare conceives and sustains a pregnancy.
- (b) In order for The Stallion Owner to issue a breeding certificate for the breeding contemplated under this Agreement the Mare must be bred by a licensed veterinarian or a breeding technician approved by The Stallion Owner. The same person must sign the Mare Breeding Passport.
- (c) Cooled semen may not be frozen for future use, and semen provided under this Agreement may not be used to breed any mare other than the Mare identified in this Agreement or to re-breed the Mare once a Live Foal has been produced or a Recipient Mare is confirmed in foal under this Agreement.
- (d) The Mare Owner assumes the risk of missed breeding opportunities due to problems with timing of the Mare's ovulation, the Mare's fertility, shipping or handling of the semen after it leaves TNT.

- (e) If frozen semen is utilized and unused doses remain after the mare is confirmed in foal 60-days post ovulation, all unused frozen semen must be returned to The Stallion Owner.
- (f) Semen is typically available Monday through Friday. At rare times a stallion is given a “day off” from the breeding shed in order to insure optimal quality semen. Please keep The Stallion Owner notified as the Mare enters her breeding cycle.
- (g) TNT is available for collection Monday thru Friday. Requests for semen must be made by 9PM Eastern Time of the day preceding collection and shipment or pick-up. ALL requests for semen shipments must be made via TELEPHONE. Late notifications will be accommodated if possible, but cannot be guaranteed and there will be an additional late fee assessed by TNT.**

SHIPMENT DESTINATION INFORMATION			
Attention:			
Address:			
Special Delivery Instructions:		Waive Signature: <i>(circle one)</i>	YES or NO
Phone:	(home)	(cell)	
	(work)	(email)	
Preferred Airport for Shipping if Same-Day Shipment Needed:			

VETERINARY INFORMATION (if different than Shipment Destination)			
Vet's Name:			
Clinic Name:			
Address:			
Phone:	(work)	(cell)	
	(fax)	(email)	

7. PREGNANCY CHECKS. The Mare Owner agrees to submit to The Stallion Owner confirmation of the mare’s pregnancy at 14-16 days post-ovulation and at 55-60 days post ovulation. The Stallion Owner recommends additional pregnancy checks at 28 days post-ovulation and between 35-40 days post-ovulation. The completed Mare Passport must be received by The Stallion Owner not later than September 15th. If pregnancy checks are still pending at that time, the Mare Passport should be returned and written confirmation of additional checks should be sent following each pregnancy check that occurs after September 15th.

8. BREEDING CERTIFICATE. Upon written confirmation of pregnancy at 60 days, The Stallion Owner will issue a Breeding Certificate for the appropriate breed registry. In the case of Embryo Transfers, no Breeding Certificate will be issued for additional pregnancies until any additional Breeding Fees due have been received by The Stallion Owner.

9. BREEDING CREDIT. Breeder will receive a credit valued at 50% of the total Breeding Fee paid on this contract to be used towards a 2018 breeding agreement under the following conditions: (a) a Mare Breeding Passport signed by a licensed veterinarian must be received by The Stallion Owner not later than September 15th in the second season under this Agreement, certifying that the Mare has not become pregnant during the first and second breeding seasons; or (b) the Mare fails to produce a Live Foal, The Stallion Owner is verbally notified within 72 hours of the foal's death, miscarriage or discovery of reabsorption, and such verbal notification is followed within ten (10) days by a signed written statement from a licensed veterinarian stating the details of the loss of the pregnancy or foal. If such notification is not received within the period required, there will be no breeding credit.

(b) In the case of Embryo Transfers, the Right of Return shall apply only if there is no Live Foal produced from any implanted embryos. Loss of additional foals from multiple implanted embryos does not entitle the Breeder to the Right of Return if there is at least one Live Foal produced under the Agreement.

10. TERM AND TERMINATION. This Agreement shall continue until both parties have met their obligations hereunder. The last date for The Stallion Owner to provide semen for breeding under this Agreement is August 15, 2017.

11. ASSUMPTION OF RISK, WAIVER OF CLAIMS, INDEMNIFICATION. The Breeder assumes all responsibility for the care, custody, control and condition of the Mare throughout the breeding, pregnancy, foaling and suckling period, including all veterinary and other additional costs of breeding the Mare, and assumes all risk of loss or damage to the Mare and to any resulting foal, whether by death, disease, injury, infection or otherwise. The Breeder acknowledges that breeding provides heightened physical risk to a mare and agrees to waive any claims against, indemnify, release and hold harmless Zoe Ann Flannery (“The Stallion Owner”), TNT Equine Reproductive Services (“TNT”), their directors, agents, employees and assigns, from any and all claims, demands, damages, actions, suits, attorney’s fees and costs, obligations or liabilities of any kind that are in any way related to the Mare or to the breeding or insemination of the Mare.

12. GENERAL TERMS. The Stallion Owner’s waiver of any breach or failure to insist on complete performance of any term under this Agreement is not to be construed as a general waiver as to the other terms or as to ongoing waiver of the same term of this Agreement, and will not impair The Stallion Owner’s future right to enforce its rights hereunder. The Breeder may not assign this Agreement or any interest in this Agreement without the prior written consent of The Stallion Owner. This Agreement constitutes the entire agreement between the parties with regard to the subject matter addressed herein, and there are no other understandings, representations, warranties or agreements, oral or written. This Agreement may not be changed, modified or amended in whole or in part, except in writing, signed by both parties. This Agreement shall be governed by and construed under the laws of the State of New Hampshire without regard to conflict of law principles, and the courts of the State of New Hampshire shall have exclusive jurisdiction over any disputes arising hereunder, except that the parties agree first to try to settle any disputes arising hereunder through mediation using a neutral mediator familiar with both the applicable law and the customs and practices of the sport horse breeding industry.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have entered into this Agreement on the date first written above.

Zoe Ann Flannery
“Stallion Owner”

“Breeder”

By: _____/_____

By: _____/_____