

HARMONY BAY FARM

2911 WINDING OAK LANE, WELLINGTON, FLORIDA 33414

BREEDING CONTRACT FOR SHIPPED FROZEN SEMEN

I hereby confirm my reservation for a season in 2014 to the Swedish Warmblood stallion,
Harmony Bay.

Owner/Agent: _____ Address: _____

Email/telephone: _____

Mare: _____ by _____

Color/markings _____ Reg # _____ year foaled _____

FEES:

This contract is for the purchase of frozen semen. Harmony Bay Farm will ship two doses per cycle of frozen semen at Purchaser's expense. All shipments will be made to the address supplied herein. Each shipment will contain the correct amount of straws required for each breeding dose. There will be a maximum of 2 cycles, 2 doses per cycle shipped, per contract, per breeding season. This breeding contract is sold on a Live Foal Guarantee. As used herein the phrase "Live Foal Guarantee" shall be as hereafter defined.

The total breeding fee is \$2,500.00. **Early booking discount (by 3/31/2014) - \$1800.**

A non-refundable booking fee of \$500.00 is due with the return of this contract. The balance of the fee is due before the semen is shipped.

All shipping costs are the responsibility of the purchaser. A \$750.00 deposit must be paid in advance for the shipping container. This can be made by check payable to Harmony Bay Farm.. Any loss or damage to the container will be the responsibility of the Purchaser. Loss or damage will be deducted from the deposit. The shipping container must be back within 10 days in accordance with information provided by Hagyard Equine, Lexington, Kentucky or Petersen and Smith of Ocala, Florida.

Failure to return the shipping container by the anticipated due date printed on the frozen semen tracking report will result in a late fee of \$50.00 per day or forfeiture of the container deposit.

CONDITIONS:

The Purchaser understands that Harmony Bay Farm reserves the right to refuse any contract for breeding at its own discretion and that this contract is non-assignable.

A copy of the mare's registration papers and pedigree are to be returned with this contract.

The semen that is shipped by Harmony Bay Farm or its agent must be administered by a veterinarian with considerable experience in frozen semen reproduction.

Stallion service will be provided only to healthy mares, in sound breeding condition as determined by an acceptable veterinarian. Mare owner must provide a veterinary certificate and current uterine culture, taken when the mare is in heat and submitted to a recognized laboratory showing the mare to be in good breeding condition and free from infection. The veterinarian must also certify the mare's immunization for rhino pneumonitis and equine herpes type I kept current.

Purchaser agrees to keep the Mare in good physical condition throughout the pregnancy. Specifically Purchaser agrees to have the Mare examined and receive services including:

- *Regular deworming throughout pregnancy with FDA approved products for pregnant mares

- *Vaccination with FDA approved produced for equine rhino pneumonitis at 3, 5, 7, and 9 months of pregnancy

- *Tests following insemination to include:

 - Confirmation of pregnancy by early ultrasound between 14 – 18 days

 - Confirmation of a single embryo by ultrasound between 30 – 35 days

 - Routine Palpation or ultrasound between 50 -60 days

1. I understand that my mare must be examined by a licensed veterinarian according to the schedule above with Harmony Bay Farm notified of her pregnancy status between 40 - 45 days or the live foal guarantee is null and void.
2. Harmony Bay Farm assumes responsibility only to deliver live semen in viable condition at the time of delivery to the mare owner's farm. The semen must be administered by a Licensed Veterinarian with considerable experience in frozen semen reproduction or Harmony Bay Farm shall be considered to have fulfilled its contractual obligations and any guarantees in clauses #2, #3, #4 will not apply.
3. This contract guarantees one additional free return service for the same mare to our stallion if the mare is examined by a licensed veterinarian and found to be barren at 55 days from the date of the last insemination.
4. The Live Foal Guarantee is valid only if the Purchaser has properly maintained the health of the mare, and verifies the mare's pregnancy, loss, stillbirth or foal's death by notifying the stallion owner within 48 hours of the foal's death and then, providing Harmony Bay Farm with an original signed veterinary certification on the veterinarian's practice letterhead clearly stating the name of the mare, date of the loss pregnancy, stillborn or

newborn foal death within 10 days of the discovery of the mare's pregnancy lost. Upon submission of the foregoing veterinary certification, the Live Foal Guarantee shall thereafter remain in effect for the following breeding season solely by the shipment of semen in such year. Shipping costs for the container will be in addition.

5. This contract is deemed fulfilled upon the birth of a live foal as herein defined or the failure of the mare to produce a live foal following two consecutive breeding seasons of the shipment of semen pursuant to this contract. Except for the Live Foal Guarantee, which is not a warranty, but only a right to receive additional semen under the named conditions herein.
6. I understand that should the stallion die, or become unfit for service prior to shipment of the semen to this mare, or if this mare dies or becomes unfit to be bred prior to being serviced, this contract is and shall be null and void. Should the stallion or this mare die or become unbreedable after the mare is serviced, and no live foal results, the contract will be null and void.
7. I understand the mare owner shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise and by any cause whatsoever and therefore agrees to hold Harmony Bay farm (or any person employed by or associated with Harmony Bay Farm) harmless for any and all damages associated therewith. This contract is executed in duplicate and shall be legally binding on the parties thereto and their heirs, executors, administrators and assigns.
8. Embryo Transplants are prohibited without prior written consent of the Farm pursuant to a fully executed embryo transfer agreement.
9. The Purchaser may not substitute another mare without prior consent of the Farm.

Signed (owner/agent): _____ Date _____

Shipping address for semen: _____ Email/Phone: _____

Signed: _____ Date: _____

Carol L. Cone

Address for correspondence:

Carol L. Cone

2911 Winding Oak Lane

Wellington, Florida 33414

Contact information:

Name: Cathy McEnroe – Breeding Manager

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