



2019 Breeding Contract
CORONADO

This Equine Breeding Agreement is entered into between Andrea Baxter, the owner of the stallion Coronado and the “breeder” of the listed mare.

THE BREEDER:

Name _____
Address _____
Phone _____ Cell Phone _____
Email _____

The Breeder may not assign or transfer this Agreement or any interest in this Agreement.

THE STALLION:

Name: CORONADO

Breed Registration: Oldenburg Registry of North America- 840017 33-10492-14

USEF Registration: 5366658

Registration for Coronado’s foals- He is registered with Old NA but has not yet been presented for stallion licensing. His foals are eligible for certificate of pedigree provided the mare is registered. His foals may also be eligible for a breeding permit and registration, at the mare owner’s expense, on a case-by-case basis thru Oldenburg NA.

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**. Frozen semen is available in limited amounts if needed.

The breeding season for the Stallion via cooled semen is March 15, 2019 to June 15, 2019 only. Private, case by case situations may allow for breeding beyond this time frame but a new contract with additional fees will be needed. Frozen semen is available year round for \$600/dose. (1 dose is \$600, 2 is \$1000)

Not a live foal guarantee. This contract is for fresh semen shipments only and does not guarantee a live foal or pregnancy.

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 may receive a maximum of 3 single Frozen semen breeding doses during the breeding season of March 15-June 15, 2019. No other refunds are available.

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FEES: Collection, shipping, vet, and boarding fees*** are on top of the stud fee and are non refundable.

2019 Breeding/Service Fee: \$1200. (includes \$200 non refundable booking fee). Note this is a 2019 contract only! No Live foal or pregnancy guarantee.

Frozen Semen: \$600/ 1 dose or \$1000/ 2 doses, or \$1200/ 3 doses. Available all year. Must be used on same mare for 1 pregnancy.

Collection/Shipping Fee: Separate cost, must be paid by mare owner directly to the Stallion's vet. (Approx \$350 depending on which vet does it. He will likely be at Santa Lucia Farm during the breeding season but that is TBD based on his competition schedule)

ReBooking Fee: (only applicable if after June 15) \$____ per collection, on top of the vets collection fee. This is to be paid to Estrella Equestrian on case by case basis for collections made after June 15, if available. *New contract will be needed for this.

Boarding Fee***: (only applicable if after June 15) If the stallion must be boarded at the vets facility due to Baxter's unavailability to drive him to the vet for collection, the boarding fees will be assumed by the mare owner.

Payment of Fees. The Booking Fee is to be paid upon signing of this contract. The Service Fee must be paid prior to the first shipment of semen, via check **made payable to Estrella Equestrian**. Payment for collections is to be arranged with the stallions vet (likely Santa Lucia Farm but must confirm) prior to shipping.

Container Security. (A separate contract/payment with the collecting vet must be on file with collecting vet.) Semen is shipped in specialized containers, which shall at all times remain the property of the Stallion's vet. For each shipment of semen, the shipping container must be returned in good condition within the timeframe listed on the container and by the method specified in the container documents. A Late Fee 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 by the Stallion's vet.

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 the Stallion's vet.

THE MARE: (If mare is substituted, please send new contract with new info)

Breed reg name: _____ Reg # _____

Barn name: _____ Age: _____ Height: _____ Breed: _____

Mare's Sire: _____ Mare's Dam Sire: _____

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If available, please attach mare's competition and or breeding history to this contract.

Is this an Embryo Transfer? _____ If yes, I understand that each embryo that is live til 30 days is responsible for a separate, full breeding fee. The breeding fee for **additional embryo's** will be paid within one week of 30 day check. _____ initial here

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 the Stallion's vet prior to any additional shipments of semen.

The Breeder agrees to keep the mare in good physical condition throughout the breeding process and pregnancy. A vet must administer the shipped semen within 24 hours of receipt. Rhino vaccines are highly recommended at 5,7,9 months of pregnancy.

Required Vet Visits: 1- 14-18 days post breed date to check for a single pregnancy. 2- Confirmation of a single embryo at 30-35 days. 3- Confirmed heartbeat and single pregnancy at 60 days. Stallion owner/vet have the rights to contact mare owner/vet to check the status of these checks if confirmation is not made otherwise.

EMBRYO TRANSFERS:

The stallion owner 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.

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 Baxter of any additional pregnancies not later than 8 days post implantation. An additional Breeding Fee as set out in this Breeding Agreement will be due for each additional pregnancy resulting from the transfer of multiple embryos from the same breeding. The additional Breeding Fee for each additional embryo is due not later than one week after the 30 day pregnancy check.

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.

Freezing of embryos is not permitted under this agreement without prior written consent from the Stallion Owner.

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ORDERING OF SEMEN:

A separate contract must be on file with Santa Lucia Farm and follow their semen ordering protocol.

PREGNANCY CHECKS. The Mare Owner agrees to submit to confirmation of the mare's single pregnancy at 14-18 days, 28-35 days and 55-60 days post-ovulation (Required).

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 Baxter, her family, Baxter's vet, 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. 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 California without regard to conflict of law principles, and the courts of the State of California 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.

Signed:

Stallion Owner, Andrea Baxter Date: _____ 2019

Breeder, Print name: _____ Date: _____ 2019

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