

Friesian Focus, LLC
43975 Tenaja Rd • Murrieta, CA 92562
(951) 304-7945 Barn • 866-735-8985 Fax

Friesian Focus, LLC Breeding Contract for Monte 378 Sport FPS Approved Breeding Stallion

This agreement is entered into as of _____, 20_____ between

Friesian Focus, LLC (Stallion Owner) and _____,
herein referred to as Mare Owner.

Mare Owner and Stallion Owner agree to the following:

Friesian Focus Breeding Season starts on February 15th and ends August 1. **It is understood that shipped semen is to be used only for the mare specified in this contract.** Friesian Focus breeds to FPS registered Friesian mares only. Mare Owner must provide a copy of the Mare's FPS Registration Certificate as a condition of execution of this contract.

If the stallion should die or become unfit for breeding, the Stallion Owner will return the unused portion of fees paid to Stallion Owner.

Collections are completed by client orders. In order for semen to be collected and shipped for timely arrival, semen must be ordered the day before the intended insemination and before 2:00 PM PST. Shipments are typically Monday through Friday. Given the sometimes unpredictable nature of the equine estrous cycle, the Stallion Owner will attempt to accommodate the Mare Owner when possible and within reason.

Mare Owner understands that each shipment will contain one pre-packaged, dispensable dose of semen. Shipping priority will be given in the order the contracts were received. Mare Owner is therefore encouraged to return this contract promptly with payment in full.

The Mare Owner will be responsible for all costs involved in collection, processing, packaging, shipping and stallion fees once an order has been placed. Orders cancelled after the stallion has been collected will be billed.

Stallion Owner reserves the right to refuse breeding service to any Mare Owner.

The Breeding Fee for Monte 378 Sport is \$1,700. Fees for collection and processing are \$250.00 per collection. Shipping charges will be billed at cost. Semen will be

shipped via FedEx. Stallion Owner assumes no responsibility for the loss of semen or semen viability caused by the carrier (Fed Ex).

All fees are due upon signing this contract and must be paid in full before the semen will be shipped.

In consideration of the mutual promises contained herein, the parties agree as follows:

The mare agreed upon will be artificially inseminated. (We do not offer live cover).

Semen will only be shipped to the Mare Owner and/or their licensed veterinarian. The veterinarian must certify that only the mare agreed upon in writing was utilized and all unused semen was destroyed.

This contract is non-transferable. There shall be no right of return breeding privilege if the mare is sold or otherwise changes ownership

Guest mares will be housed at Rancho Vista located at 3030 N. Twin Oaks Valley Rd., San Marcos, CA 92069. Services rendered on the farm for the guest mare including boarding fees will be charged to the Mare Owner at current market rates. Services available include but are not limited to: mare care, reproductive services, exercise, pregnancy check, veterinary services, farrier services, deworming, etc. **The stallion breeding fee, first collection fee and first month's board must be paid upon the mare's arrival at Rancho Vista. All fees must be paid in full prior to the mare's departure.** All guest Mare Owners must provide proof of current vaccination records and the mare must be dewormed prior to arrival at Rancho Vista. All guest mares will be dewormed upon their arrival and once monthly during their stay at Rancho Vista.

The mare shall be of healthy and sound breeding condition. If the mare fails to settle in foal after two cycles, Stallion Owner reserves the right to require Mare Owner to obtain a current reproductive exam/uterine culture and cytology prior to any further shipments or guest mare inseminations.

This contract contains a "live foal guarantee." If Mare Owner does not receive a live foal that stands up and suckles the mare, Mare owner will receive a return breeding privilege for the following season provided the Mare Owner notifies the Stallion Owner within 15 days of loss and sends Stallion Owner confirmation of death and cause of death signed by licensed Veterinarian. If payment in full of any outstanding fees is not received before Dec 1st in the current breeding season, this live foal guarantee will be void. The return breeding privilege includes the stallion fee only. It does NOT include collection, shipping or mare care fees.

The Mare Owner shall assume all responsibilities for the condition of the mare and shall bear all risk of loss or damage to the mare 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.

The Mare Owner therefore holds harmless Friesian Focus, LLC, its assigns, owners, employees, agents, and officers from any liability for any and all damages associated therewith. The Mare Owner hereby agrees to pay all expenses and fees incurred by Friesian Focus, LLC in defending any claims for which the mare owner has agreed to release, discharge, indemnify and hold harmless Stallion Owner, its assigns, owner, employees, agents, officers.

This Agreement and any dispute arising from the relationship between the parties to this agreement shall be governed by the laws of the State of California. Any dispute that arises under or related to this agreement (whether contract, tort or both) shall be resolved in the Superior Court for the County of San Diego State of California.

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To finalize this agreement, return the signed agreement via fax or mail with a copy of the **Mare's FPS Registration Certificate**, and the applicable fees (payable by Cashier's Check, Money Order, or Credit Card).

- \$1,700 Breeding Fee
- \$250 collection and processing Fee
- FedEx shipping fees (billed at cost)

This contract applies to breeding the following mare:

Mare: _____

Registration #: _____

I have read the Friesian Focus, LLC Breeding Contract for Monte 378 Sport and I am in full agreement with it.

Signature of Mare Owner: _____ Date: _____

Printed Name of Mare Owner: _____

Address of Mare Owner: _____

Work Phone: _____ Cell Phone: _____

E-mail address: _____

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www.friesianfocus.com
knight@friesianfocus.com

Date

For Credit Card Payment

Type of Credit Card

Visa MasterCard Discover American Express

Card Number: _____

Expiration: ____ / ____ Card Verification Code: _____

Cardholder Signature: _____ Date: _____

Cardholder Printed Name: _____