

## FFENICS FARM, LLC STALLION FROZEN SEMEN CONTRACT

This form/contract certifies that \_\_\_\_\_, herein referred to as the Mare Owner, has agreed to breed to the stallion:

**'KCS Time Traveler' WPCSA registration #A50581, WPCSA A.I. Permit #551, Frozen Semen Permit #321** for the 2021 breeding season to the following mare:

Mare Registered Name: \_\_\_\_\_ Breed: \_\_\_\_\_  
Registry: \_\_\_\_\_ Reg. No: \_\_\_\_\_ Year foaled: \_\_\_\_\_ Color: \_\_\_\_\_  
Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Mare is currently:

- Maiden     Barren     In Foal (if in foal, enter last breeding date) \_\_\_\_\_  
 Wet (if recently foaled, enter foaling date) \_\_\_\_\_

Mare will be:

- Carrying her own foal                       Will be an embryo donor

Ffenics Farm LLC, will herein be referred to as Stallion Owner.

### I. TERMS

1. A copy of the mares' registration papers must accompany this contract.
2. The booking is valid to the mare named and may not be transferred without consent of the stallion owner or manager.
3. This contract cannot be sold by the mare owner.
4. The stud fee for this stallion is \$500. A booking fee of \$100 (non-refundable) is due/payable with this contract, but is applied to the balance of the remainder due (\$400) and must be paid in full prior to the shipment of frozen semen. This contract is not approved until all fees are paid and a breeder's certificate will not be issued until payment is received.
5. This contract is good for one (1) foal. Multiple foals from the same mare in the same breeding season will require a separate contract and breeding fee for each resulting foal
6. Stallion Owner agrees to provide Mare Owner with 1 dose/shipment of frozen semen.
  - 1 dose of semen is defined as a minimum of 800 million sperm, in the form of 8 straws, containing .5 ml each and which, upon proper thawing shows a minimum of 30% progressive post thaw motility.
  - This stallion's frozen semen is routinely quality tested by Select Breeders Services, Inc. and it is recommended that it be utilized via uterine horn insemination breeding technique by an experienced veterinarian.
  - Breeder's certificate will not be issued until there is a notification of a live foal and all outstanding fees are paid in full

7. Stallion Owner is obligated under this contract to provide frozen semen doses in viable condition at the time of shipment which are stored and distributed by Select Breeders Services, Inc., henceforth referred to as "SBS".
8. Mare Owner must employ a licensed veterinarian practiced in the use of frozen semen to administer doses. Attempts to utilize frozen semen outside of a controlled and qualified facility can greatly reduce and even prevent chances of conception.
9. Stallion Owner makes no guarantees or warranties as to the fertilizing capacity of any semen provided under the terms of this contract once it has left SBS. SBS does frequently test the semen for quality and post-thaw performance and all breeding doses were tested at the time of initial freezing. Any doses that do not meet industry standards are not sold commercially and/or destroyed.
10. Mare Owner understands that SBS is the point of contact for storage and distribution of the semen and the Mare Owner is responsible for all shipping fees and insurance related to shipping the semen.
11. Mare Owner is responsible for making all arrangements with SBS. for the shipment of the semen to their designated destination. Stallion Owner makes no warranties nor assumes liability for any damages resulting from the condition, storage, or shipment of the semen.

## II. CONDITIONS

1. Mare Owner agrees to observe ordering and administration protocol for shipment of frozen semen as determined by Stallion Owner and SBS.
2. Stallion Owner assumes responsibility only to deliver frozen extended semen to the Mare Owner or his or her designee. The semen must be administered by a licensed veterinarian.
3. Each dose will contain the correct amount of straws required for a breeding dose, as determined by the freezing lab. A semen quality analysis will be included by SBS for each dose purchased.
4. Failure to properly handle the straws upon delivery per SBS's guidance will result in a void of this contract and may jeopardize the integrity and quality of the semen.
5. Stallion Owner is not responsible for the integrity and quality of the frozen semen once the semen has been shipped from SBS. Once the shipment arrives, it should be inspected immediately, starting with the shipping container. Any claims regarding the integrity (damage or tampering) of the shipment must be directed to the carrier on the day the shipment arrives and notify both Stallion Owner and SBS.
6. Semen straws must not be removed from the vapor shipper until ready to transfer to the liquid nitrogen storage tank. Straws must not be held out of the tank for more than three (3) seconds or the semen could be damaged. In most circumstances, the transfer of straws to a storage container is performed by Veterinarian clinic staff.
7. Mare Owner should ensure the healthful condition and breeding soundness of the mare prior to insemination. Stallion Owner makes no guarantee on any reaction of the mare to the frozen semen.

8. Thawing instructions will accompany the straws and should be followed to ensure optimal chances of conception.
9. Should the mare conceive after insemination with fewer than the total number of units received, the remaining straws are to be destroyed. Mare Owner is not allowed to sell remaining straws or breed subsequent mares without signed contracts being on file with Stallion Owner.
10. Mare Owner must have mare checked for pregnancy by a licensed veterinarian at 14-18 days of gestation, and again at 90 days of gestation, and must inform Stallion Owner of the mare's pregnancy status to be eligible for a completed breeding certificate to be issued.
11. In the event that the mare is sold after breeding, Stallion Owner makes no guarantees to the new owner in regard to the health or success of the pregnancy.
12. Should it be necessary for Stallion Owner to employ an attorney to enforce any of the terms of this agreement including collection of money owed, Mare Owner shall pay all related attorney's fees, cost of suits, and other expenses reasonably related to enforcing this agreement.
13. If the mare dies prior to insemination, or, after examination by two licensed veterinarians is found to be unfit to breed, another mare may be substituted with the consent of Stallion Owner, with the same terms and conditions applying.
14. If mare is an embryo transfer donor, this must be stated in writing to Stallion Owner prior to breeding of the mare.
15. Mare Owner has the option of paying fees by certified cashier's check, personal check, or debit/credit card via PayPal (PayPal fee of 2.9% will be added.) Mare Owner must indicate intended form of payment in the payment section of this contract.
16. This contract cannot be assigned or transferred by Purchaser. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership after having been served by the above stallion.
17. This contract is not valid unless completed in full and full balance has been paid. When Mare Owner signs and returns the contract and stud/booking fee to Stallion Owner a representative will notify the Mare Owner within 2 days of approval. Upon notification, it will become a binding contract on both parties, subject to the above terms and conditions.
18. This contract is governed by the laws of the State of Maine and shall be construed and enforced under the laws of the State of Maine. All accounts are due and payable in Sagadahoc County, Maine, in U.S. dollars. 58 Savage Road Richmond, ME Ffenics Farm (207) 330-0525

#### LIVE FOAL GUARANTEE:

For the purposes of this contract, a "live foal" is one that stands and nurses within 24 hours of birth. If the mare fails to conceive during the breeding, the Mare Owner is entitled to one additional dose of semen. A different mare may be substituted upon approval by the Stallion Owner. A \$100 booking fee is payable for each dose of semen in addition to the shipping costs. This guarantee will apply only if notification of the foal's death plus the breeding certificate issued by the Stallion Owner is sent to the Stallion Owner by registered mail within 48 hours of the foal's death. Statements by a licensed veterinarian of the details of the foal's death must follow within 10 days or the Live Foal Guarantee becomes null and void. The live foal guarantee is expressly contingent upon the mare owner properly caring for the pregnant mare. Proper care

shall include, but shall not necessarily be limited to, proper feeding and nutrition, regular deworming with products approved for pregnant mares, vaccinations that are customary in the mare owners geographical area, and proper intervention during foaling if necessary. The Mare Owner will be issued a valid breeding certificate for the WPCSA by the Stallion Owner when the mare is checked in foal, all paperwork has been returned, and all fees and/or expenses have been paid. A replacement fee of \$25.00 will be charged if the Mare Owner loses a breeding certificate.

### III. SHIPPING

Semen will not be shipped from SBS without written release from Stallion Owner. The release can be sent to SBS once the stud fee is paid in full and SBS will keep it on file for whenever the Mare Owner is ready to request shipment.

Stallion Owner will adhere to the following guidelines for the year of 2021:

1. Mare owner agrees to pay all shipping and handling fees, which will be performed and billed by SBS. Please see SBS's current shipping options and pricing listed on their website: <https://www.selectbreeders.com/>
2. SBS's preferred carrier is Federal Express (FedEx). Orders received by 1 pm EST are shipped the same day via FedEx Priority Overnight.
4. SBS will e-mail the Mare Owner and/or designated agent with tracking number for the shipment. Mare Owner is responsible for providing updated contact information at all times.
5. Containers are the responsibility of the mare owner to make sure they are returned to SBS by the due date to avoid late fees, unless extended rental has been arranged.
6. Stallion Owner is not responsible for shipments or containers.

| Shipping Information | Mare Owner Information |
|----------------------|------------------------|
| Ship To:             | Owner:                 |
| Veterinarian:        |                        |
| Address:             | Address:               |
| City/St/Zip:         | City/St/Zip:           |
| Country:             | Country:               |
| Phone:               | Phone:                 |
| E-mail:              | E-mail:                |
| Fax/other:           | Fax/other:             |

IV. PAYMENT

Payment can be made in full (\$500) or non-refundable booking fee (\$100), with remainder (\$400) due before the release form is sent from Stallion Owner to SBS. Stallion Owner will process payments and release forms as soon as possible, however it can take a day or two for SBS to process a release form so just keep this in mind when tracking a mare’s cycle. If the mare’s heat is approaching it is advisable to coordinate to settle payment one week prior to when the frozen semen is estimated to be needed.

Please select a payment option.

- Credit/Debit Card via PayPal (Stallion Owner will send a PayPal invoice to the Mare Owner e-mail if selected.)
- Personal Check (1 week to clear)
- Cashier’s Check

If Mare Owner elects to pay via personal or cashier’s check, please reference the stallion, “KCS Time Traveler”, and payment to be made out to:

FFENICS FARM, LLC  
 58 Savage Rd Richmond, ME 04357  
 (207) 330-0525 (cell)  
 ffenicfarmwelsh@gmail.com

V. SIGNATURES

If the Mare Owner agrees to the above Terms, Conditions, Shipping and Payment options, please print, sign, and date below.

Mare Owner/Agent (please print) \_\_\_\_\_

Mare Owner/Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

Stallion Owner/Agent (please print) \_\_\_\_\_

Stallion Owner/Agent Signature \_\_\_\_\_ Date \_\_\_\_\_