



## COSMEO FROZEN SEMEN BREEDING AGREEMENT

### **1. PARTIES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between DK-USA Sporthorse LLC, hereinafter referred to as 'STALLION OWNER' and,

NAME (hereinafter referred to as 'BREEDER'): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE (1): \_\_\_\_\_ PHONE (2): \_\_\_\_\_

FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Whereas DK-USA Sporthorse LLC, hereinafter referred to as "Stallion Owner", is the owner of the stallion named Cosmeo, (hereinafter referred to as the 'Stallion'). Whereas Breeder has ownership rights of, or warrants that s/he is legally authorized to arrange breeding services for, the following Mare:

#### 'MARE' INFORMATION:

Registered name of mare: \_\_\_\_\_ Age: \_\_\_\_\_

Breed: \_\_\_\_\_ Registry: \_\_\_\_\_

Registration #: \_\_\_\_\_ Color: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Dam Sire: \_\_\_\_\_

Current Status (circle): In Foal/Foaling Maiden Open Barren

A copy of the mare's registration papers must be submitted with this Agreement.

Embryo transplants are expressly outside the scope of this Agreement and are prohibited except with the prior written consent of the Stallion Owner and the Breeders execution of a separate 'Embryo Transfer Agreement'.

The parties hereto understand and agree to comply with the following Terms and Conditions set forth in this Agreement:

### **2. TERM OF AGREEMENT**

This breeding agreement is valid from the date executed above through the breeding season of 2017.

### **3. BREEDING FEES**

Upon execution of this Agreement the Breeder hereby agrees to pay the Stallion Owner the following fees. The Breeder specifically agrees and understands that no semen will be shipped until all fees have been paid.

The frozen semen breeding fee, for Cosmeo is \$1200.00 this represents a booking fee of \$400.00 and a stallion service fee of \$800.00. All fees are non-refundable, subject to the availability of frozen semen (see Section 5).

The breeding fee may be payable as follows:

Payment may be submitted by check, wire transfer or credit card. Please make checks payable to DK-USA Sporthorse LLC and mail to 2819 Chelsea Circle, Durham, North Carolina, 27707. For wire transfer or credit card instructions please contact Ole Strigel at 919-614-2888 or dkusasporhorse@gmail.com

**PLEASE NOTE:** The breeding fee does not include shipping fees determined by Palm Beach Equine Clinic. Shipment fees and policies are outlined in section 7.

#### **4. ALLOCATION OF SEMEN**

Additional doses of semen may be purchased for a fee of \$600.00 per insemination dose. Purchase of a maximum number of 2 additional doses is allowed within the term of this Agreement.

A “dose” is defined as a single insemination unit containing a minimum of 500 million total sperm, which upon thawing using the supplied thawing technique, shows at minimum a 60% post-thaw progressive motility.

All semen shipped pursuant to this Agreement remains at all times the property of the Stallion Owner. In the case of unused frozen semen the Breeder agrees to contact the Stallion Owner for direction on what should be done with the remaining straws.

#### **5. AVAILABILITY OF SEMEN**

Should frozen semen become unavailable due to unforeseeable circumstances, before the Mare is first serviced pursuant to this Agreement, this Agreement shall be terminated and the Stallion Owner shall return the portion of the breeding fee paid by the Breeder within a period of 30 days.

#### **6. BREEDING AND MARE CONDITIONS**

Once a successful pregnancy is obtained with the above named Mare no further frozen semen will be shipped and no remaining semen may be used to inseminate any additional mares. Any additional use will constitute a violation of this agreement. The Breeder must obtain further written permission, evidenced by a new and fully executed Agreement, with all fees paid in advance prior to using any additional doses of semen.

A Breeding Soundness Exam prior to breeding, including uterine culture and cytology, is recommended for all mares. The Stallion Owner reserves the right to require a Mare that has not settled within 2 heat cycles be cultured or biopsied to determine breeding soundness. Stallion Owner also reserves the right to refuse or discontinue service to any Mare upon detection of Mare carrying an infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the Breeder is obligated to substitute another mare (upon approval of the Stallion Owner) to fulfill the terms of this Agreement. The substitution of a replacement mare does not extend the original term of the Agreement.

The Stallion Owner recommends the semen be thawed and inseminated by a licensed veterinarian familiar with the concept and practical use of frozen semen. Attempts to use frozen semen outside the controlled situation of a qualified facility can greatly reduce, or even prevent, the chances of conception.

#### **VETERINARIAN INFORMATION:**

Clinic: \_\_\_\_\_ Veterinarian: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE (1): \_\_\_\_\_ PHONE (2): \_\_\_\_\_

FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

#### **7. SHIPPING FEES AND POLICIES**

Breeder is responsible for all shipping, tank rental and handling fees associated with delivery of the semen from the storage facility and return of the shipping container. Semen is stored and shipped by:

Palm Beach Equine Clinic  
13125 Southfields Rd, Wellington FL  
Phone: (561) 793-1599 Fax: (561) 793-2492 Email: bob.smith@equineclinic.com  
Please contact them for current shipping fees, protocol and requirements.

Once the shipment arrives it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24hrs of delivery.

Stallion Owner shall not be responsible for lost semen shipments or delays in delivery not within the control of the Stallion Owner such as missed flights, weather delays, failure of third party service, or acts of God. Stallion Owner will not be responsible for lost or damaged semen whilst in the possession of your veterinarian.

### **8. REPORTING, BREEDING CERTIFICATES AND REGISTRATION**

Breeder agrees to submit to Stallion Owner confirmation of the Mare's pregnancy at 14-16 days post-ovulation and 55-60 days post-ovulation. Stallion Owner recommends an additional pregnancy check at 30-35 days post-ovulation to confirm presence of a viable single embryo.

Breeder is responsible for compliance with registry requirements for the use of frozen semen and payment of any fees for the subsequent registration of foals conceived.

Stallion Owner will issue registry required breeding certificates providing receipt of written notification signed by the attending veterinarian detailing dates of insemination and pregnancy examinations, pregnancy status as well as identification of the mare that was bred.

### **9. ASSUMPTION OF RISK, WAIVER OF CLAIMS, INDEMNIFICATION**

The Breeder shall assume all responsibility for the condition and management of the mare and will 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 Stallion Owner or any person employed or associated with Stallion Owner harmless for any and all damages associated therewith.

Stallion Owner and semen storage & shipment facility make no guarantees, expressed or implied as to the fertilizing capacity of any semen provided under the terms of this Agreement.

### **10. JURISDICTION**

This contract shall be interpreted in accordance with the laws in the State of NC. Any dispute arising from this Agreement shall be submitted to a Court of competent jurisdiction within Durham County, North Carolina and each party agrees to submit to the venue and jurisdiction of said courts.

### **11. ASSIGNMENT**

This Agreement is non-transferrable, non-saleable and may not be assigned to another party; it may not be changed, modified or amended except in writing, signed and agreed upon by all parties.

The parties hereto understand and agree to abide by the terms and conditions as set forth in this Agreement:

Breeder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Stallion Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_