

BRAIDMOR FARM BREEDING CONTRACT

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This is a contract for the purchase of semen from DUNGARVAN BLACK DIAMOND, GV07147P-H. This contract is made by and between Braidmor Farm and \_\_\_\_\_ [Mare Owner] to cover the insemination of the Mare \_\_\_\_\_ for the 2024 Breeding Season. Breed of Mare \_\_\_\_\_ Registry # \_\_\_\_\_ Date of Birth \_\_\_\_\_ Color/Markings \_\_\_\_\_

Desired month of breeding. \_\_\_\_\_

Braidmor Farm and the Mare Owner mutually agree that this contract includes the following terms & conditions:

- 1. Mare Owner is the legal owner or lessee of the mare and desires to purchase semen to artificially inseminate the mare. Use of this semen is limited to the mare covered by this contract – a Breeding Certificate will be issued to cover registration of one foal. Breeding an unapproved mare, multiple breeding's, misuse of the semen, or embryo transfers breeding's resulting in more than one foal being born will require the penalty payment of 10,000USD per incident.

\_\_\_\_\_ initials

- 2. Mare Owner will provide a Pre-breeding Examination to include a current negative uterine culture certificate before any semen shipments are made. Should a mare fail to conceive on 2 cycles, Braidmor Farm may require additional tests be performed before more shipments are made.
- 3. The Breeding Fee is \$2,500 which includes a non-refundable \$500 booking fee. The Booking Fee is due at the time contract is signed. Mare Owner agrees to pay the full Breeding Fee before semen is collected and shipped. Braidmor Farm will offer an additional breeding the following breeding season to an approved mare at a price reduction of \$750 off that current year breeding fee.
- 4. Equitainers may be used. If the Equitainer or any of its parts are not returned within 10 days, mare owner will be charged the cost of replacement (between \$600-700).

5. Semen is shipped chilled and sent next day arrival. Collection and shipping cost are \$650 (price of collection and shipment may vary according the veterinarian). Payment of collection and shipment fee will be direct to the collecting veterinarian. If alternate shipping methods are desired, they will be honored at the Mare Owner's expense. Additional shipments will be charged to Mare Owner at the same rate. Braidmor Farm, their veterinarians, employees or agents are not responsible for any delays or failures in semen delivery outside of their immediate control. The mare owner accepts and assumes the risks of delayed or lost shipments, although Braidmor Farm will do everything in their power to assist in completing the shipment.
6. This contract is for fresh, cooled semen. Frozen semen may, or may not, be available. If the stallion is unavailable for collection during the mare's heat cycle, Braidmor Farm may offer frozen semen (if available). Approval of frozen semen is at the Mare Owners discretion. If frozen semen is rejected by Mare Owner, the Stallion collection will be postponed until the mares next heat cycle.
7. Mare Owner agrees to provide Braidmor Farm with veterinary documentation within 60 days of the last shipment of semen stating if the mare is not in foal. If proper documentation is not received, further shipments may be delayed.
8. Mare Owner must give adequate notice to Braidmor Farm that the mare is coming into heat. Braidmor Farm will arrange to collect, analyze, package, and ship sufficient chilled semen for one breeding cycle to meet mare owner's breeding schedule provided at least twenty-four [24]. If for any reason collection is not possible due to vet, or horse, availability, or there is a delay, for any reason, Braidmor will alert the Mare Owner as soon as possible and within 1 day. An alternate collection day will be arranged on the next heat cycle, or frozen semen will be offered as outlined in section 6. Collection days are Monday through Friday. If collections are needed on Mare Owner will ensure that insemination is performed by a veterinarian or technician that is certified/licensed/qualified to perform the procedure. If special circumstances arrive and collection needs to happen on a weekend, the Mare owner will reach out to the collecting vet and Braidmor Farm to find out if this accommodation is possible. Accommodation of special circumstances are at the discretion of Braidmor Farm. The mare owner also guarantees that semen will be used only on the mare named in this contract or a fee of \$10,000 will be charged and payable within 45 days.

\_\_\_\_\_ initials

9. Mare owner realizes and accepts that the stallion may be shown during the course of the breeding season and might on occasion be unavailable for collection. It is the Mare Owner's responsibility to check the availability of the stallion. If at any time this stallion should become unable to fulfill his breeding obligations, mare owner shall be given choice of the available stallions stood by Braidmor Farm with no transfer penalty.

10. In the event of the death of the stallion, or if he becomes unable to stand as a breeding stallion, as determined by a licensed veterinarian, Braidmor Farm will offer frozen semen (if available) or a substitute stallion or a refund of breeding fee, including deposit.
11. We recommend the mare be ultra-sounded between 16- and 20-days following insemination, and if pregnant, ultra-sounded again between 28 and 45 days to confirm the pregnancy. When a pregnancy is confirmed, Mare Owner agrees to notify Braidmor Farm of pregnancy status. Braidmor Farm must be notified of mares pregnancy status within 30 days of mares last breeding date. If Braidmor Farm is not notified the Live Foal Guarantee is null and void.
12. Braidmor Farm will make every effort to assist Mare Owner and Mare Owner's veterinarian in getting the mare pregnant. However, should the mare fail to conceive and a completed veterinary certificate to that effect be received by us, Braidmor Farm will renew this contract on similar terms and conditions for the next Breeding Cycle with no charge for the Breeding Fee, except the Collection and shipping costs. Braidmor Farm reserves the right to require Mare Owner to substitute a comparable mare depending on information from Mare Owner and his/her veterinarian about the breeding condition of the Mare. If by the end of the third collection, in the second year, the mare has failed to conceive and carry a foal to term, Braidmor Farm reserves the right to consider this contract fulfilled.
13. Should the mare fail to carry the conception to full term and deliver a foal who stands and nurses for thirty (30) days, a return privilege will be granted which must be used in the next breeding season on the same mare or a substitute mare owned or leased by Mare Owner. The Breeding Fee will be waived, and Mare Owner will be responsible for the Collection and Shipping costs. A veterinary certificate must be submitted concerning the early embryonic death, the abortion or stillborn nature of the foal plus a breeding soundness report of the mare to be rebred to affect this "live foal guarantee". This guarantee also covers the death of the mare prior to the time of birth of the foal, if the foal does not survive. This guarantee is void if the mare is left unattended for foaling or medically neglected. If the mare and foal die, Braidmor will offer a breeding to another approved mare of choice by the Mare Owner. The Mare Owner is permitted to rebreed up to two years from initial breeding, after two years, the rebreeding is up to the discretion of Braidmor Farm.
14. Mare Owner will ensure that the mare is properly cared for and will receive all necessary deworming, vaccinations (including Pneumabort K vaccination at 5,7, and 9 months of gestation), and veterinary care during pregnancy. Failure to comply will void the Live Foal Guarantee.

15. Mare Owner assumes all responsibilities for the condition of his/her mare, all risk of loss or damage to the mare by death, disease, injury, infection or otherwise and by any cause whatsoever including inappropriate, untimely or negligent insemination or failure of insemination. Mare Owner holds harmless Braidmor Farm, its owner, officers, directors, employees, and agents from any liability for any and all damages associated therewith.
16. DUNGARVAN BLACK DIAMOND is licensed and/or eligible by several breed registries. The foal resulting from this contract may be registered with one of these registries if the mare bearing the foal has been registered with the desired registry. Braidmor Farm makes no warranty regarding registration of any foal as such registration is dependent on Mare Owner having his/her mare eligible for one of these registries and filing timely paperwork and paying necessary fees and dues in connection therewith, and the registration and inspection of the resulting foal.
17. A Breeding Certificate will be provided to the Mare Owner for use in the foal's registration. It is Mare Owner's sole responsibility to contact the appropriate registry and complete all requirements, including presentation of the mare and foal and payment of fees, for papers to be issued.
18. This breeding contract is subject to interpretation under the laws of the State of New Mexico and any disputes regarding it must be brought in a court of lawful jurisdiction in Sandoval County.
19. When signed by Mare Owner and counter-signed BY Braidmor Farm or their agent, this contract becomes a binding contract on both Mare Owner and Braidmor Farm. This contract is not assignable or transferable. Any alterations to this contract make it null and void. This contract constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all previous agreements. There are no other agreements, representations or warranties, either oral or written, between or among the parties.

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Signature of Mare Owner

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Date

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Signature of Braidmor Farm

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Date