

Djoerd 473 Sport

2021 Breeding Contract



33 North West Street Feeding Hills MA 01030

Danielle & Justin Piascik, Stallion Owners

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This 2021 contract is for breeding to the KFPS/FHANA registered Friesian stallion Djoerd 473 Sport, owned by Brookside Friesians LLC. Djoerd 473 Sport will be offering Frozen Semen for the 2021 breeding season in the United States. This agreement is valid only for the 2021 breeding season. Mare owner and Brookside Friesians LLC agree to the following terms and conditions:

- 1) Brookside Friesians LLC manages the semen for the Friesian stallion known as Djoerd 473 Sport. This agreement cannot be transferred or sold by the mare owner.
- 2) The fee for one breeding of semen for _____ is \$600 in US funds . Live Foal Guarantee will be offered with frozen semen. If more than one pregnancy is obtained there will be an additional charge of \$600 for each subsequent pregnancy obtained. All Terms and Conditions within Breeding Contract will apply to subsequent pregnancies.
 - If the 2021 pregnancy does not result in a live foal, then the Live Foal Guarantee will apply. The Live Foal Guarantee can be given only when: All costs involving breeding have been paid in full at time of breeding. Should the Mare fail to conceive, abort, die or not produce a "Live Foal" (Live Foal shall be defined as a foal that stands and nurses without assistance for a period of at least 24 hours from the time of birth) then Brookside Friesians LLC will guarantee the Mare Owner shall have the right to rebreed or substitute a mare, with prior approval, for the 2022 breeding season only. Mare Owner shall notify Brookside Friesians LLC within thirty (30) days of the last day of Breeding Season if the Mare did not conceive to be eligible for a rebreed. Mare Owner shall also notify Brookside Friesians LLC within thirty (30) days of the Mare's abortion, should the Mare abort. If the Mare does not produce a Live Foal, then the Mare Owner shall provide Brookside Friesians LLC with a veterinarian's certificate stating the time and date of birth as well as the time and date of death and cause of death within seven (7) calendar days of such death. In the event that the mare dies, Mare Owner shall provide Brookside Friesians LLC with a veterinarian's certificate of death. Live Foal Guarantee shall be specifically conditioned upon Mare Owner's vaccination of Mare for Rhino pneumonitis in the 5th, 7th, and 9th month of the Mare's pregnancy. Mare Owner shall provide Brookside Friesians LLC with the certificate stating that such vaccinations have taken place at the time the Mare Owner requests a rebreed pursuant to this section.
 - Live Foal Guarantee shall lapse and Brookside Friesians LLC shall have no further obligation of the Djoerd 473 Sport breeding contract for 2021 under this section if:
 - a) Mare Owner fails to rebreed Mare during the acceptable return breeding periods as defined in this section.
 - b) Mare Owner fails to provide Rhino pneumonitis vaccinations certificate.
 - c) Mare is bred by another stallion without written consent by Brookside

- Friesians LLC.
- d) Mare is substituted with another mare without written consent by Brookside Friesians LLC.
 - e) Mare fails to conceive, aborts or dies and Mare Owner fails to notify Brookside Friesians LLC as defined in this section.
 - f) Foal dies due to lack of supervision or proper facilities during birthing process.
 - g) Foal dies due to any negligent act of the Mare Owner or Mare Owners agent.

2a) The frozen semen being offered for 2021 will be collected upon request. Frozen semen was collected at De Nieuwe Heuvel in March through June of 2019.

2b) There are 8 straws per dose as determined by De Nieuwe Heuvel after each collection. This is done by thawing one sample straw from each collection and analyzing the % motility of the thawed semen. Each dose shipped will contain the correct number of straws (hence the correct number of motile sperm upon thawing) required for one insemination.

3) If semen is used for a mare not provided in this agreement you must immediately inform Brookside Friesians LLC. An additional charge of \$600 for each subsequent pregnancy will be due.

4) No semen will be shipped by New England Breeder Services without mare owner providing us with a signed contract and payment in full **OR** a payment plan signed. Semen request form is also required at least 24 hours **prior** to semen order.

5) Requests for semen are to be made directly to Brookside Stallion Station. Brookside is open 6 days a week. Mare owner is responsible for all costs related to collection. Orders canceled after stallion has been collected will be billed in full.

6) Brookside Friesians LLC assumes no responsibility for the loss of semen or semen viability caused by the carrier (FedEx).

7) A fee for Collection and Shipping within the USA will be charged to the mare owner as a separate charge. Charged tank rentals are \$100, Shipping is \$300 round trip via ground.

8) FOR ON-SITE BREEDINGS: Reproductive services are available at Brookside Stallion Station for a flat, inclusive fee. Please contact Brookside for breeding and boarding prices.

9) Mare shall be of healthy and sound breeding condition. A veterinarian health certificate and uterine culture and biopsy are recommended on all but maiden mares. All guest mares must be vaccinated for Tetanus, Encephalomyelitis (Eastern and Western), Equine Influenza, Rhino, West Nile and Potomac Horse Fever and dewormed prior to arrival on farm. Recent coggins required. **Please note that a significantly overweight or underweight mare is difficult to get in foal. Therefore, it is recommended that mare owners address body weight issues prior to breeding their mares.**

10) Brookside Friesians LLC cannot be held responsible in any way for any illness or injury to a mare or to any other horse due to breeding to Djoerd 473 Sport, nor for a mare's failure to conceive. It is understood that the breeding farm, its employees, veterinarians, and guests shall not be liable for any injury, escape, disability, or death of any horse on its premises. The mare owner, whose horse(s) are under the care of the breeder, will not be liable or responsible for any damage, injury or death to the breeding farm employees, veterinarians, or other animals in the care of the breeder, whether or not caused by his horse. Under Massachusetts law an equine professional is not liable for an injury or the death of a participant in equine activities resulting from the inherent risks of equine activities.

11) Semen that is leftover from a successful pregnancy is **strictly prohibited** from being resold. Semen that is found to be resold is subject to legal proceedings, including but not limited

to all legal costs incurred by Brookside Friesians LLC.

12) Birth announcements for 2022 foals are to be reported to Brookside Friesians LLC of your breeding dates and confirmed pregnancies. Resulting foals from purebred mares are eligible for B Book II registration with the KFPS.

13) The laws of the State of Massachusetts govern this contract. The parties each consent to jurisdiction in the State of Massachusetts and venue in any Federal or State court in Hampden County, Massachusetts, for any lawsuit arising out of this Agreement, and they waive any and all rights to contest such jurisdiction and venue, and any objection that such county is not convenient.

14) DEATH, UNFITNESS OR SALE OF THE STALLION. The fees paid or incurred under this Agreement are nonrefundable except as provided in this Section with respect to the death, unfitness or sale of the Stallion. If the Stallion should die, be sold by the Farm or otherwise become unfit for service before Brookside Friesians LLC makes any shipment of semen, then this Agreement shall automatically terminate and Brookside Friesians LLC shall refund to Purchaser all fees paid hereunder within forty-five (45) days. Brookside Friesians LLC will make every available effort to replace the semen order with another suitable stallion, if desired by the Purchaser. If another stallion is not available, the order will terminate and be refunded to Purchaser.

15) Mare owner acknowledges full agreement with this breeding contract by signing and returning this contract to Brookside Friesians LLC. Mailed, faxed and emailed signed copies are all acceptable and binding.

16) All accounts are payable in U.S. dollars. Bounced check fee is \$35.00 per occurrence.

Please fill out all mare and owner information and return this contract to Brookside Friesians LLC. Be sure to make a copy for your records.

Danielle A. Piascik

Brookside Friesians, LLC
Danielle Piascik, Manager
Mare Owner



This contract applies to breeding the following mare:

Mare _____ Reg. #(if applicable) _____

Breed: _____

Address: _____

City: _____ State: _____ Zip: _____

Home phone: _____ Email: _____

Cell: _____ Fax: _____

Fees: \$600 per breeding* (additional \$600 per pregnancy will be owed if more than 1 pregnancy is obtained) **Shipping and collection fee will be payable directly to New England Breeder Services. Please be sure to fill out the form in its entirety. Shipping and Collection fee is \$375 within the United States.**

Credit Card Number: _____
(Visa, Master Card, American Express and Discover are accepted, Checks, wire transfer and PayPal accepted)

Expiration Date: _____ Security code _____

Name on Card (please print): _____

Address where CC bill mailed: _____

City _____ State _____ Zip Code _____

Card Holder's signature: _____

By signing below, I acknowledge that I have read and agree in full to the terms and conditions set forth in the 2021 Semen Breeding Contract.

Signature of mare owner: _____ Date: _____

Please include a copy of your mare's registration paper when returning contract

SEMEN REQUEST FORM

Please send with contract

Stallion: Djoerd 473 Sport

Circle One Fresh Semen Frozen Semen

of Frozen Doses Requested _____

Mare Owner: _____ Phone: _____

Shipping info for semen _____ Semen for Pick Up _____ (check here)

Ship to _____

Address _____

Phone # _____ Email _____

Fed Ex # if applicable _____

Notes:

FARM USE ONLY

Collection Date: _____ Time _____

Volume _____ mL Concentration _____ million per mL PMS _____ %

Extension Ratio _____ Doses _____ Extender _____

Container _____ Fed Ex Tracking number _____

Notes:

Please note all collections require at least one day notice