

Izaak Ster BP83

Breeding Contract

Miley Friesians
6115 Palestine Union City Rd,
Greenville, OH 45331

This 2024 contract is for breeding to the stallion Isaak Ster BP83 (formerly "Dream Gait's Caspian"), owned by Miley Friesians in Greenville, OH. This agreement is valid only for the 2024 breeding season. The Mare Owner and Miley Friesians agree to the following terms and conditions:

1. BREEDING: Miley Friesians stands the stallion known as Izaak Ster BP83. Semen shipped is to be used on only the mare provided in this agreement. This agreement cannot be transferred or sold by the Mare Owner. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership. Freezing of embryos and ICSI are not permitted under this agreement. A separate agreement for these procedures is available upon request.
2. BREEDING FEE:
 - a. The Breeding Fee for Isaac Ster BP83 is \$1,600.00.
 - b. The collection and shipping fee is \$375.00 weekday, \$400 Sat delivery.
 - c. Payment of the Breeding Fee and Collection/Shipping Fee can be made by cash, check, Venmo, or PayPal, and must be received by Miley Friesians prior to the collection and shipment of semen. Mode of payment should be arranged with Erin Miley, Miley Friesians.
3. BREEDING SEASON: 2024 breeding season for Isaak Ster BP83 is from March 15th to September 15th, unless other arrangements have been made. Cooled semen will be available in the order that contracts have been received. Advanced booking will place your mare at the top of the list for shipped semen. All other semen requests will be on a first come basis.
4. COOLED SEMEN ORDERS: Miley Friesians ships semen Monday through Friday. In order for semen to be collected and shipped for timely arrival, semen orders must be called in the day before the intended collection and before 11:00 AM Eastern Time.

Semen orders should be made by telephone to Erin Miley at 937-423-3423. When the shipment has been received by FedEx, Miley Friesians will share the tracking number with the Mare Owner. Orders canceled after the stallion has been collected will be billed. Miley Friesians assumes no responsibility for the loss of semen or semen viability caused by the carrier (FedEx).

The Mare Owner understands that each shipment of semen will contain at least one dose of semen. A second dose will be included in the shipment only after all orders are filled and additional doses are still available. Priority will be given in the order the contracts were received.

5. LIVE FOAL GUARANTEE: 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 Miley Friesians guarantees the Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of Miley Friesians) within the current or the following breeding season only.

The Mare Owner shall notify Miley Friesians within sixty days of the last day of the breeding season if the mare did not conceive, to be eligible for a rebreed. The Mare Owner shall also notify Miley Friesians within thirty 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 Miley Friesians with a veterinarian's certificate stating the time and date of birth, time and date of death and cause of death within seven calendar days of such death.

In the event that the mare dies before birthing, the Live Foal Guarantee shall no longer be valid. The Live Foal Guarantee shall be specifically conditioned upon the Mare Owner's vaccination of the mare for Rhinopneumonitis in the 5th, 7th, and 9th month of the mare's pregnancy. The Mare Owner shall provide Miley Farms with the certificate stating that such vaccination has taken place at the time the Mare Owner requests a rebreed pursuant to this section.

The Live Foal Guarantee shall lapse and Miley Friesians shall have no further obligation under this section if:

- a. The Mare Owner fails to rebreed the Mare during the acceptable return breeding periods as defined in this section (within the current or the following breeding season).
- b. The Mare Owner fails to provide a Rhinopneumonitis vaccination certificate.
- c. The Mare is bred by another stallion without written consent by Miley Friesians.
- d. The Mare is substituted with another mare without written consent by Miley Friesians.
- e. The Mare fails to conceive, aborts or dies and the Mare Owner fails to notify Miley Friesians as defined in this section.
- f. The Foal dies due to lack of supervision or proper facilities during the birthing process.
- g. The Foal dies due to any negligent act of the Mare Owner.

If the mare does not become pregnant within two breeding seasons, the Mare Owner no longer has the right to rebreed the mare to this stallion and forfeits all fees paid to Miley Friesians. The Live Foal Guarantee in this contract is non-transferable and non-assignable and should the mare be sold or otherwise disposed of prior to the birth of the foal, the Live Foal Guarantee shall be void. The Mare Owner shall not be entitled to a refund of fees paid except if the stallion should die or become unfit for service prior to serving the mare in the present breeding season. Once the mare has been serviced, there will be no refunds of any kind. Should the stallion die after the mare has been serviced, the Live Foal Guarantee shall become void.

6. Miley Friesians cannot be held responsible in any way for any illness or injury to a mare or to any other horse due to the breeding with this Stallion, nor for a mare's failure to conceive. It is understood that Miley Friesians, their employees, veterinarians, and guests shall not be liable for any injury, escape, disability, or death of any horse related to this breeding.

7. The Mare Owner should have their mare checked for pregnancy at approximately 15 days after ovulation. This allows for time to handle any issues around possible twin embryos as well as give the Mare Owner and Miley Friesians time to prepare for the next breeding cycle if the mare did not settle.

8. The laws of the State of Ohio govern this contract.

9. The Mare Owner acknowledges full agreement with this breeding contract by signing and returning this contract to Miley Friesians.

Contracts should be sent by email to: erin.m.miley@gmail.com

Please fill out all mare and owner information on the following page and return the completed portion of this contract (photo or document format are both acceptable) to the email address: erin.m.miley@gmail.com or send to the address below.

Izaak Ster BP83
Breeding Contract

Miley Friesians
6115 Palestine Union City Rd.
Greenville, OH 45331

This contract applies to the breeding of the following mare:

Mare _____

Registration # _____

Breed Registration _____

Name of Mare Owner _____

Address _____

City _____

Province/State _____ Postal/Zip Code _____

Phone _____

Email _____

Ship semen to: Name _____

Shipping Address (if different from above) _____

City _____

Province/State _____ Postal/Zip Code _____

Shipping Phone _____

Shipping Email _____

*Please check if FedEx delivery is available to the above address.

By signing below, I acknowledge that I have read and agree in full to the terms and conditions set forth in the 2024 Breeding Contract for Isaak Ster BP83.

Signature of Mare Owner _____

Date _____

***Please include a copy of your mare's registration paper.