

Thorben 466 Sport Elite

Black Pearl Friesians L.L.C.
15530 Will Road
Rockton, IL 61072
Tiffany van der Kooi (c) 815-871-1111

This 2019 contract is for breeding to the KFPS Friesian stallion Thorben 466 Sport Elite, owned by Black Pearl Friesians LLC. This agreement is valid only for the 2019 breeding season. Mare owner and Black Pearl Friesians LLC agree to the following terms and conditions:

- 1) Black Pearl Friesians LLC stands the KFPS Friesian stallion known as Thorben 466 Sport Elite and will breed to KFPS/FHANA registered Friesian mares only. 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.
- 2) Black Pearl Friesians LLC breeding season for Thorben 466 Sport Elite is from March 1, 2019 to September 31, 2019. Cooled semen will be available in the order 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.
- 3) In order for semen to be collected and shipped for timely arrival, semen must be ordered the day before the intended insemination and before 10:00 AM Central Standard Time for shipment within the USA.
- 4) Requests for semen are to be made by 10:00 am Central Standard Time. A message can be left on the cell phone. Messages are checked several times a day. Confirmation of the order of semen will be given via email, text or telephone. Please do not call between 10:00 PM and 6:00 AM Central Standard Time. Orders for shipments into Canada must be made by 8:00 AM Central Standard Time the day before the intended insemination. Canadian shipments require a USDA Federal Veterinary seal and extended time is needed to fulfill CFIA requirements.
- 5) The mare owner will be responsible for all costs involved in collection. Orders cancelled after the stallion has been collected will be billed. Black Pearl Friesians LLC assumes no responsibility for the loss of semen or semen viability caused by the carrier. Fees are set up as following: Breeding Fee – Thorben 466 Sport Elite \$1,500.00 Multiple mare or multiple breeding discounts are available and must be used in 2019 breeding season and are priced as follows: 1st breeding is \$1,500; 2nd breeding is \$1,400 and 3rd breeding and any additional breeding's are \$1,300

Collection/shipping fees are as follows:

- a) Shipped Semen within the U.S. - \$290.00 per shipment for weekday delivery and \$315 for Saturday delivery (includes semen collection, evaluation and packaging for shipment. Price quoted is PER SHIPMENT PER MARE shipped to. A single collection which is processed for multiple mares will be billed at the stated rate for each mare. Thorben 466 Sport Elite is collected Monday – Friday (except holidays and the day before a holiday) with delivery the following day. No Same Day Shipments.
- b) Shipped Semen to Canada - \$470.00 per shipment for weekday delivery and \$495 for Saturday delivery. Price quoted with the same conditions as U.S. shipments as described in 5 (a) plus fulfilling all CFIA regulations to ship semen into Canada. Black Pearl Friesians LLC must have a copy of the mare owner's import permit on file. Requests for semen must be made by 8:00 AM Central Standard Time the day before the delivery date. Semen cannot be shipped into Canada without a seal from the USDA Federal Veterinarian.

6) Black Pearl Friesians LLC must receive reasonable notice of desired collection and shipment dates. Mare owner is to advise Black Pearl Friesians LLC upon the start of the mare's cycle and contact Black Pearl Friesians LLC again the day of the desired collection and shipment. Black Pearl Friesians LLC cannot guarantee shipment on the desired date without this information. Semen for Thorben 466 Sport Elite can be shipped five days a week (Monday through Friday, with delivery Tuesday through Saturday). There will be no shipments on Saturdays, Sundays, Holidays or the day before a Holiday. The mare owner will be responsible for all costs involved in collection. Orders cancelled after the stallion has been collected will be billed in full. Black Pearl Friesians LLC assumes no responsibility for the loss of semen or semen viability caused by the carrier. Mare owner understands that each shipment will contain 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 contracts were received. To insure your place on the top of the list; we encourage you to return this contract with payment in full early. **Semen will not be shipped until your contract has been paid in full.**

7) If the 2019 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 Black Pearl Friesians LLC guarantees the Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of Black Pearl Friesians LLC) for the 2020 breeding season only. Mare Owner shall notify Black Pearl Friesians LLC within sixty 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 Black Pearl Friesians LLC 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 Black Pearl Friesians LLC 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, Mare Owner shall provide Black Pearl 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 Black Pearl 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 Black Pearl Friesians LLC shall have no further obligation of Thorben 466 Sport Elite breeding contract for 2019 under this section if:

- a) Mare Owner fails to rebreed Mare during the acceptable return breeding periods as defined in this section. (within the current or the following breeding season)
- b) Mare Owner fails to provide Rhino pneumonitis vaccinations certificate.
- c) Mare is bred by another stallion without written consent by Black Pearl Friesians LLC.
- d) Mare is substituted with another mare without written consent by Black Pearl Friesians LLC.
- e) Mare fails to conceive, aborts or dies and Mare Owner fails to notify Black Pearl 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.

If a live foal is not obtained from the 2019 breeding and the Live Foal Guarantee is used no additional breeding fee would be charged, however all collections and shipping fees will be charged. If Mare does not become pregnant within two breeding seasons, Mare Owner no longer has the right to rebreed Mare to this stallion and forfeits all fees paid to Black Pearl Friesians LLC. 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. 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 becomes void.

8) Black Pearl Friesians cannot be held responsible in any way for any illness or injury to a mare or to any other horse due to breeding to Thorben 466 Sport Elite, nor for a mare's failure to conceive.

9) 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 Black Pearl Friesians LLC time to prepare for the next breeding cycle if the mare did not settle. It is agreed that the mare bred shall also be checked for pregnancy by a licensed veterinarian approximately 45 days after the last date of insemination. Black Pearl Friesians LLC must be made aware of the results. Failure to accurately report status of mare in question in a prompt manner could render the live foal guarantee null and void.

10) Birth announcements for 2020 foals are to be recorded on line via the KFPS website using your KFPS log in and Password.

11) The laws of the State of Illinois govern this contract. All accounts are payable in U.S. dollars.

12) Mare owner acknowledges full agreement with this breeding contract by signing and returning this contract to Black Pearl Friesians LLC. Mailed, faxed and emailed signed copies are all acceptable and binding. Please fill out all mare and owner information and return this contract to Black Pearl Friesians LLC. Be sure to make a copy for your records.

13) Mare owner acknowledges full agreement with the above contract by signing and returning this contract to Black Pearl Friesians LLC.

Signature

Date

Print Name

Address

Phone Number

Email

Thorben 466 Sport Elite 2019 Breeding Contract

Mare Information

Please fill out all mare and owner information and return this contract to Black Pearl Friesians LLC. Must include a copy of your mare's registration paper. This contract applies to breeding the following

KFPS/FHANA registered Friesian mare: _____

Reg. #: _____ Microchip number or Tongue code: _____

Name of Mare owner: _____

Address: _____

City: _____ State: _____ Zip: _____

Home phone: _____ Email: _____

Work phone: _____ Cell: _____ Fax: _____

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Payment Information

To comply with current PCI DSS requirements (Payment Card Industry Data Security Standard) and to keep your credit information secure, we cannot take credit card information via e-mail. If you wish to e-mail the completed contract please leave the credit card information blank and call with your credit card information to Tiffany van der Kooi at 815-871-1111. Payment must be included at the time of this contract. If paying by check please send \$1790 (US funds for US Shipments) to cover the breeding fee and 1 collection. If there is a credit balance at the end of the 2019 breeding season it will be refunded to you. If paying by credit card only the breeding fee (\$1500) will be charged upon receipt of this contract. Collection fees will be charged at time of service.

Payment method: Check # _____ Make check payable to Black Pearl Friesians LLC or

Credit Card (Visa, MasterCard, only)

Credit Card Number: _____

Expiration Date: _____ CVC2# _____

Name on Card (please print): _____

Address where CC bill mailed: _____

Card Holder's signature: _____

Thorben 466 Sport Elite 2019 Breeding Contract

Semen Shipping Information

Shipping Name (for FedEx Overnight Weekday or Saturday Delivery):

***WHERE SEMEN IS TO BE SHIPPED

Shipping Address: _____

City: _____ State: _____ Zip Code: _____

Shipping Phone #: _____ Shipping Email: _____

Please check to see if FedEx delivery is available to the above address (some accept weekday delivery but not Saturday). If delivery is not available at the above location or for the desired day, please list FedEx Hold for Pickup and provide your local FedEx address. You will be responsible to pick up the delivery at this FedEx location during their stated business hours. By signing below I acknowledge that I have read and agree to the terms and conditions set forth in the Breeding Contract for Thorben 466 Sport Elite.

Signature of mare owner: _____ Date: _____

Print Name: _____