

**Herre 524**  
**2024 Breeding Contract for Frozen Semen**

Black Pearl Friesians L.L.C.  
15530 Will Road  
Rockton, IL 61072  
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This 2024 contract is for purchasing frozen semen for the purpose of breeding in the year 2024 from the KFPS Friesian stallion Herre 524. Mare owner and Black Pearl Friesians LLC agree to the following terms and conditions:

1) Black Pearl Friesians LLC manages frozen semen for the stallion known as Herre 524. This semen can only be used on KFPS registered mares. This agreement cannot be transferred or sold by the mare owner and the semen in whole or in any part can not be resold.

2) Payment for all Breeding Fees, Straw Fees and Shipping Fees are to be paid in full before the semen is shipped. Fees are as follows:

Breeding Fee: \$1,500 – Includes “Return Service Privilege”. If more than one pregnancy is obtained, a fee of \$1,500 is owed for each additional pregnancy.

Straw Fee: \$550 – Contains 2 doses

Shipping Fee: \$400 – Shipper provided by Black Pearl Friesians (discounts may apply if prechilled/prepaid shipper is provided by mare owner.)

A \$1000 REFUNDABLE Deposit will be put on your credit card to insure the timely return of the shipping container. It must be returned immediately to Black Pearl Friesians.

3) “Return Service Privilege” is the mare owners right to choose to switch to fresh cooled semen service from any of the stallions currently standing at Black Pearl Friesians if the mare should fail to conceive or fail to produce a “Live Foal” from the frozen semen. A “Live Foal” is defined as a foal that stands and nurses without assistance. The mare owner is responsible for paying the difference in breeding fees when switching to a stallion with a higher breeding fee. Return Service Privilege is good for 2024 and 2025 breeding seasons.

4) Mare Owner will notify Black Pearl Friesians within thirty days of insemination if the mare did not conceive in order to be eligible for a rebreed. Mare owner will notify Black Pearl Friesians within thirty days of the mare’s abortion, should the mare abort.

5) If the mare does not produce a “Live Foal” the mare owner shall provide Black Pearl Friesians with a veterinary certificate of death.

6) The Return Service Privilege is specifically conditioned upon mare owner’s vaccination of the mare for Rhinopneumonitis in the 5<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> months of the mare’s pregnancy. Mare owner shall provide Black Pearl Friesians with the certificate stating that such vaccinations have taken place.

7) Return Service Privilege is void and Black Pearl Friesians has no further obligations if:  
-Mare owner fails to rebreed the mare during the 2024 or 2025 season

- Mare owner fails to provide proof of vaccination
- Mare is bred by a different stallion
- Mare is substituted with another mare without the written consent of Black Pearl Friesians
- Mare fails to conceive, aborts or dies and mare owner fails to notify Black Pearl Friesians
- Foal dies due to lack of supervision or proper facilities during birthing process
- Foal dies due to any negligent act of mare owner
- If the mare does not become pregnant within two breeding seasons

8) If mare should fail to conceive or to produce a “Live Foal” as a result of the 2024 or 2025 insemination the mare owner no longer has the right to rebreed the mare to this stallion and forfeits all fees paid to Black Pearl Friesians.

9) The Return Service Privilege in this contract is non-transferable and non-assignable. Should the mare be sold or otherwise disposed of prior conception or to the birth of a “Live Foal” the return service shall be void. No refunds of fees paid will be made.

10) To receive additional doses of frozen semen for a repeat attempt to obtain a pregnancy, a straw fee of \$550 and shipping fees must be paid prior to shipment. If, during the current breeding season it appears that the mare is not a suitable candidate for frozen semen, the breeding contract can be transferred to fresh cooled semen from one of the stallions currently standing at Black Pearl Friesians or any other frozen semen stallion available at Black Pearl Friesians.

11) If your Return Service Privilege is transferred to a Black Pearl Friesian stallion, any difference in the breeding fee would be due before service. Collection and shipping fees for the fresh cooled semen would then apply. A contract for the new stallion would need to be filled out and those conditions then apply.

12) Return Service Privilege is not valid if the mare owner chooses to store frozen semen for future use. This contract is intended for using the straws in the 2024 season.

13) Return Service Privilege is not valid for embryo transfers, ICSI or other similar medically produced pregnancies.

14) The following information must be provided to Black Pearl Friesians by September 30, 2024 or the Return Service will be void:

- Insemination date (s)
- Pregnancy outcome
- number of straws used
- number of straws in mare owner or mare owner’s veterinarian’s tank

15) Black Pearl Friesians assumes no responsibility for the loss of semen or semen viability caused by the carrier or shipping method. There will be no shipments on Saturdays, Sundays, holidays or the day before a holiday. It is advised that the frozen semen be shipped early in the week for arrival before the weekend where it can be stored at your veterinarian’s facility until it is needed. No semen will be shipped without the mare owner providing us with a signed contract and payment in full.

16) If using a Black Pearl Friesian shipping container, 2024 fees will be \$400. Shipper must be returned ASAP. If you send your own tank to there will be a \$50 chill-down fee if the tank arrives hot. You must include a pre-paid return FedEx label with your tank. Shipping fees to Canada, Alaska and Hawaii vary – priced per each individual shipment.

17) On-Site reproductive services are available at Black Pearl Friesians. Your mare must be a good candidate for frozen semen. Fees for mare care and breeding services are outlined in the 2024 Mare Care sheet. Services

rendered at Black Pearl Friesians for the mare will be charged to the mare owner. Routine health care is also available, such as deworming, farrier etc. these costs will be passed on to the mare owner.

18) Black Pearl Friesians can not be held responsible in any way for any illness or injury to a mare, foal or any other horse due to breeding to stallions of this company or the use of frozen semen, nor for the 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 Illinois law an equine professional is not liable for any injury or death of a participant in equine activities resulting from the inherent risks of equine activities.

19) 2025 birth announcements are to be recorded online via the KFPS website using your KFPS login and password. You must inform Black Pearl Friesians of your 2024 breeding dates and confirmed pregnancies before you are able to register your foal.

20) The laws of the state of Illinois govern this contract. All accounts are payable in US dollars.

21) The mare owner acknowledges full agreement with this contract by signed and returning to Black Pearl Friesians.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

Herre 524  
2024 Frozen Semen Contract

**Mare:** \_\_\_\_\_ **Reg #:** \_\_\_\_\_

**Owner/Leaser:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**SHIP SEMEN TO:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Shipping Phone:** \_\_\_\_\_ **Shipping Email:** \_\_\_\_\_

**Payment Information**

\$1,500 breeding fee and \$550 straw fee for a 2 dose set of frozen semen straws. Breeding fee includes a Return Service Privilege to any Black Pearl Friesians stallion. Additional shipping fee of \$400 if using Black Pearl Friesians shipping container. Canada, Alaska and Hawaii clients shipping fees will vary. Canadian clients must send us a copy of their CFIA permit for FROZEN semen.

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 the full breeding fee and full cost of the first collection and shipment in US funds.

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

Credit Card: Visa/MasterCard/Discover/American Express will have a 4.0% surcharge added.

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVC2# \_\_\_\_\_

Name on Card (please print): \_\_\_\_\_

Address where CC bill mailed: \_\_\_\_\_

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 this 2024 Frozen Semen contract for Herre 524.

Signature of Mare Owner: \_\_\_\_\_ Date: \_\_\_\_\_

