2025 AI Breeding Contract Everblue Farm 15554 SE 30th St, Morriston, FL 32668 859-808-1103

## SAKETINI

## Jockey Club Registered

This agreement is made on the last date shown below between **Audrea Dyer** and the undersigned Owner or Lessee of the mare named below for the 2025 breeding season.

1. Engagement of Service – Mare owner hereby engages one service by cooled shipped semen to **SAKETINI** for the following mare for 2025

Mare's Name \_\_\_\_\_

Breed				
Age _				

2. Breeding and Booking Fees

The stud fee for this contract is <u>\$1000</u>. Collection and shipping are at the expense of the mare owner. Semen will be shipped as per local vet's request. **Collection and shipping fees will be paid directly to** 

## Equine Veterinary Reproduction Specialists of Ocala. 352-245-6270

- If counter to counter airline shipping is required any fees must be paid by the mare owner at the time of shipment.
- Shipments outside of the continental US will be subject to any additional fees for regulatory processing.
- Each shipment will contain enough semen for one insemination dose. Extra doses may be sent but are not guaranteed.

It is the responsibility of the mare owner to determine whether SATURDAY delivery is available in their area and provide proper addresses if the semen needs to arrive at a shipment center and be held for pick-up.

## 3. Condition and Ownership

If the mare is leased, a copy of the lease agreement, if applicable from breed registry The mare owner/ lessee warrants that the mare is in sound breeding condition and free from disease and infection. If multiple shipments (more than 2) are requested the Stallion owner reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments. The mare owner agrees to assume responsibility for all aspects of breeding the mare including compliance with breed registry requirements regarding the use and handling of cooled semen. The mare owner agrees to use all of the semen provided by this agreement to breed only the mare named in this agreement.

Any attempt to use any portion of the semen shipped to the mare owner or their agent to breed any other mare terminates all obligations of Everblue Farm and results in forfeiture of all breeding fees, balance of shipping fees, collection deposits and right to a breeder's certificate. If multiple shipments are requested, Everblue Farm in its sole discretion may refuse to ship semen if it is believed that the insemination is not proper or the mare is not healthy.

4. Live Foal Guarantee. The mare owner is guaranteed one "live foal" defined as a foal that stands, nurses, and lives for 24 hours. If the mare is barren at the end of the 2025 breeding season, aborts her foal, or the foal is stillborn, a re-breed will be provided for the subsequent 2 years ONLY subject to stallion availability. A veterinary letter describing the circumstances of the loss of the foal and plus shipping and collection is due prior to rebreeding. Contact Audrea Dyer for rebreed or replacement mare approval.

5. Multiple Foals. The payments provided in paragraph 2 are for one foal this season from this mare. Should more than one embryo or foal result from a breeding, the mare owner shall pay an additional Breeding Fee (50% of the season full price contract) within 60 days of the confirmed foal for each additional embryo or resulting foal. No breeding certificate for any foal shall issue without the additional payment.

6. Breeder's Certificate. Upon the notification of the birth of a live foal, and the performance of all other obligations of the mare owner under this agreement, the stallion owner shall release the stallion certificate on-line. Other certificates will be submitted according to breed registry. The mare owner shall contact the stallion owner No Later Than Aug 1 of the foaling year of the live foal. ANY LATE FEES FOR FAILURE TO NOTIFY THE STALLION OWNER OF THE LIVE FOAL OR ADDITIONAL BREED REGISTRATION WILL BE THE RESPONSIBILITY OF THE MARE OWNER.

7. Substitution. If the stallion dies or becomes unfit for service prior to settling the Mare, then this agreement shall terminate, and the Breeding Fee shall be returned to the Mare Owner if no frozen semen is available. Additional charges may apply for the shipment of frozen semen. If the mare dies before becoming pregnant another mare may be substituted. Contact the stallion owner for substitution requests.

8. Agreement. This agreement may not be assigned or transferred in any manner without the written permission of the Stallion Owner. It constitutes the entire agreement of the parties and supersedes all other agreements between the parties. It may not be amended in any manner other than writing executed by both parties.

This agreement shall be interpreted in accordance with the laws of the State of Florida. All actions concerning this agreement shall be instituted in the Circuit or County Court of Levy,

County Florida. The Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts.

This agreement shall be binding upon the heirs, personal representatives, successors, and permitted assignees of the parties. The Stallion Owner's failure to require performance of any provision of the contract shall not affect the Stallion Owner's right to later require performance. A waiver of any breach or default of this agreement does not constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

9. Warranties. No warranties expressed or implied shall accompany the breeding right created by this agreement nor the semen delivered under the agreement.

10. Binding Effect. This agreement shall become binding when:

The Mare Owner has sent the Stallion Owner a copy of the signed agreement initialed on each page and provided a copy of Lease agreements if applicable.

The Mare Owner has paid the stud fee of \$1000 due with the returned contract. Payment via PayPal is preferred (<u>visionaireEN@gmail.com</u>), Venmo (@Audrea-Dyer) or Zelle.

Signature of the Mare Owner

Printed Name of the Mare Owner

Accepted On this Date:\_\_\_\_\_