

Transported Cooled Semen Breeding Contract

Todd Olsen
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Cell (616) 299-1877

Stallion Manager: Theresa Rorabaugh, Twin Creek Farms LLC
18075 4 Mile Rd., Morley, MI 49336
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Transported Cooled Semen Breeding Contract

This breeding contract is entered into this ____ day of _____, **2020**, by and between Todd Olsen 16744 16th Av. Marne, MI 49435 (referred to herein as "Stallion Owner") and _____, whose address appears below (referred to hereinafter as "Mare Owner").

Mare Owner address: _____ (City) _____ (State) _____ (zip) _____
Email address: _____

Stallion owner hereby sells one breeding for the stallion **One Special Asset** APHA # **1004002** (referred to hereinafter as "Stallion"), and the Mare Owner purchases one breeding to Stallion for the

1. Mare (Registered Name): _____ registration # _____
(referred to hereinafter as "Mare") for the **2021 breeding season**.

FEES AND EXPENSES: This contract is for an **Early Booking Special Breeding Fee** of **\$650.00**. The advertised stud fee for One Special Asset for 2021 is \$850.00 per mare. To reserve this breeding, a booking fee of **\$200** must be received by **11/30/2020**. The balance of the stud fee (**\$450**) is due prior to breeding or any shipment of semen. Please endorse any checks to the stallion owner: Todd Olsen but mail with this contract to the stallion manager, Theresa Rorabaugh at Twin Creek Farms LLC, 18075 4 Mile Rd., Morley, MI 49336.

SHIPPING EXPENSE: Prior to the first shipment of semen, the Mare Owner must pay all costs of the semen shipping process for each shipment. These costs include courier service and ground or air shipping expense if requested. The shipping expense is \$300 for Federal Express Priority Overnight service. If Fed Ex shipment requires a Saturday delivery, then mare owner is responsible for the extra fee that Fed Ex requires for that service. Shipment expenses are subject to change based on fare increases. For Mare Owners that are within driving distance to Stallion, we offer a reduced fee of \$200 if you arrange for your own pickup.

ALL SHIPPED SEMEN REQUEST MUST BE MADE 24 HOURS PRIOR TO SHIPMENT DATE BY CONTACTING Theresa Rorabaugh (616) 813- 4095.

Collection days are Monday, Wednesday, and Friday. The Breeder has the right to deny shipping requests that are giving in an untimely manner.

BREEDING SEASON: The Breeding Season as used in this Breeding Contract shall refer to the period from February 1st – July 31th of the year of this Breeding Contract.

MARE BREEDING CONDITION: Mare Owner warrants and represents that Mare is in sound breeding condition, free from any infection or disease. Any Mare determined by a licensed veterinarian not to be in sound breeding condition shall not be bred to Stallion. Upon determination that a Mare is not in sound breeding condition, Mare Owner may substitute another Mare for breeding to Stallion, subject to all the terms of this Breeding Contract.

COOLED SEMEN HANDLING: Mare Owner agrees to perform the insemination within 24 hours but not more than 48 hours from receipt.

MARE OWNER RESPONSIBILITY: The responsibility for conception is on the Mare Owner. A qualified, experienced and licensed veterinarian or technician competent in the use and handling of cooled semen should perform the insemination. If Mare fails to conceive from first shipment, it is suggested that Mare Owner have Mare cultured by a licensed veterinarian and infused, if necessary, before considering a second shipment of cooled semen.

COLOR GUARANTEE: The resulting foal from the breeding of the above named mare will be eligible for Regular Registration in the appropriate breed.

LIVE FOAL GUARANTEE: Mare owner is guaranteed one live foal for Mare once she has been certified by Breeder to have settled. A "live foal" shall be defined as a foal that stands and nurses. If Mare miscarries her foal or if the foal is stillborn, Mare Owner shall be entitled to rebreed Mare to Stallion the following breeding season, provided, however, that within one week of Mare miscarrying or producing a non-viable foal, Mare Owner provides Breeder written notification from a licensed veterinarian certifying that Mare has slipped the foal or produced a foal that did not stand and nurse. The live foal guarantee will be extinguished should the Stallion die or become sterile. Rebreed handling fee for the following year is \$200.00.

STALLION: If the Stallion should die or become unfit for service, then this Agreement shall automatically terminate and the Stallion Owner shall refund to the Mare Owner the full stud fee, within the calendar year.

WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS: MARE OWNER HERBY SPECIFICALLY AGREES THAT STALLION OWNER, TWIN CREEK FARMS LLC AND THEIR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, VETERINARIANS, GUESTS, INSURERS, AND ATTORNEYS (THE "RELEASED PARTIES") SHALL NOT BE LIABLE AND SHALL BE RELEASED AND HELD HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, EXPENSES AND DAMAGES OF ANY NATURE RESULTING FROM OR RELATING TO BREEDING STALLION TO MARE, INCLUDING ANY ESCAPE, ACCIDENT, INJURY, SICKNESS, DISABILITY, AND/OR DEATH OF MARE AND/OR FOAL AS WELL AS ANY ESCERCISES OF JUDGMENT BY THE RELEASED PARTIES IN CONNECTION WITH THE CUSTODY AND CARE OF THE STALLION, MARE AND/OR FOAL.

MARE OWNER UNDERSTANDS AND SPECIFICALLY REPRESENTS THAT THE PROTECTION FOR THE MARE OWNER TO COVER ANY POTENTIAL LOSS REGARDING MARE AND/OR FOAL IS TO OBTAIN INSURANCE FOR SUCH LOSS. MARE OWNER UNDERSTANDS AND IT IS MARE OWNER'S RESPONSIBILITY AND CHOICE WHTHER TO OBTAIN INSURANCE.

LIQUDATED DAMAGES: As between Mare Owner and any of the Released Parties described in the waiver of Liability, Release and Hold Harmless provision, should any dispute arise that in not otherwise governed or covered by a provision in this Breeding Contract, the Parties hereby specifically agree that damages, expenses, costs and fees, including attorney's fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of \$1,500.00.

ARBITRATION: All claims and disputes arising under or relating to this Contract are to be settled by binding arbitration in the state of Michigan or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

BREEDER'S CERTIFICATE: A Breeder's Certificate produced by the appropriate Association will be issued to the Mare Owner as shown on the Mare's registration papers, after all fees and expenses have been paid in full and upon notification to Todd Olsen: (tolsen@bcpsk12.net) or (616)-299-1877 of the birth of the foal.

REGISTRATION PAPERS: Mare Owner shall provide Breeder a copy of the Mare's registration papers (front) at the time of the execution of this Breeding Contract. The Owner of record on the registration papers shall be the owner recorded on the Stallion Breeding Report.

VENUE AND JURISDICTION: All disputes related to this Breeding Contract shall be governed by the laws of the State of Michigan. Mare Owner agrees that personal jurisdiction and venue of all such disputes shall be in Ottawa County, Michigan.

DISCLAIMER: Breeder makes no representations or warranties, express or implied, regarding the delivery of the cooled semen delivered under this Breeding Contract, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that cooled semen will be available at the time requested by the Mare Owner, although every effort will be made by Stallion Owner to make the cooled semen available upon request of the Mare Owner.

Todd Olsen or agent

MARE OWNER or agent:

Signature

Printed name

Signature

Mare owner phone number