



# Sunny Pines Breeding Services

A Strong Finish Begins With The right Start!

## Frozen Semen Contract

I hereby agree on this \_\_\_\_\_ day of \_\_\_\_\_ to breed the mare \_\_\_\_\_ registration #, \_\_\_\_\_ to ***A Smart Enterprise*** Registration # 3500000 using frozen semen for the 2009 breeding season.

1. The stallion breeding fee is \$ 2000. This includes a \$500 non refundable booking fee which is payable upon execution of this contract. An additional \$250 Frozen collection fee is applied per breeding and shall be paid directly to the farm. The remainder of the stallion fee is due ten (10) days prior to shipment or semen will not be sent.
2. A copy, both sides, of the registration papers of your mare must accompany this contract. The recorded owner on the registration certificate will be the owner recorded on the Stallion Breeding Report.
3. A request for shipment of frozen semen must be made through **Select Breeders**. All expenses incurred are the mare owner's responsibility and must be paid directly to **Select Breeders**. All stallion fees and Frozen Semen must be paid prior to the authorization of a Frozen Semen Shipment.
4. This Contract contains a "Live Foal Guarantee". A live foal is described as a new born foal which stands and nurses without any assistance. If a foal is born dead, or the mare absorbs/aborts a predetermined pregnancy there are return privileges, only if the Stallion Manager is notified within Thirty (30) days and received a statement confirming the miscarriage. A "Live Foal Guarantee" will apply only to those mares that are certified in foal by a licensed, attending Veterinarian. Confirmation of such pregnancy in the form of documented ultrasound pictures or letter from the attending veterinarian must be received by September 1<sup>st</sup> of the breeding year or the mare will not be included in the Stallion Breeding Report.
5. If the mare absorbs or aborts a pregnancy after having been pregnancy check in foal, or if the mare fails to conceive during normal breeding season, the Stallion Breeding Manager agrees to breed the same mares again during the following breeding season. There is a charge of \$500.00 for re-breed fee service expenses. A substitute mare, accepted by the Stallion Manager, may be used **ONLY** if the original mare is deceased or deemed unfit for breeding by an accredited veterinarian.
6. A Breeding Certificate will be issued for the foal conceived as a result of the breeding. The Breeder's Certificate will be issued only after all expenses have been paid in full.

7. Neither Sunny Pines Farm, Inc. nor any of its member or employees shall be liable for any damages to the semen or as a result of the mare failing to settle. Sunny Pines Farm, Inc. sole liability under this contract is in the even the Stallion should die or become unfit for breeding purposes this contract shall terminate and any money paid on the stallion fee, except the non-refundable booking fee, shall be refunded to the Mare Owner, at the exception of this mare already been expose the same breeding season.
8. When sing by both parties this document will become a legally enforceable contract, binding upon both parties. The parties acknowledge that this agreement shall be entirely governed by, construed and enforced under the law of North Carolina. In the event that there is any dispute, all disputes of every kind between the parties to this agreement shall only be submitted to arbitration and any award made by the arbitrators shall be considered final and binding.
9. Embryo Transfer Yes\_\_\_\_\_ No\_\_\_\_\_

Mare Owner\_\_\_\_\_ Agent if one\_\_\_\_\_

Name registered on Registration papers Print name

Mare Owner\_\_\_\_\_ Agent if one\_\_\_\_\_

Signature Signature

Address\_\_\_\_\_

\_\_\_\_\_

Cell #\_\_\_\_\_ Work#\_\_\_\_\_ Home #\_\_\_\_\_

Fax#\_\_\_\_\_ E-mail:\_\_\_\_\_

Web Site\_\_\_\_\_

Authorized by\_\_\_\_\_ Date\_\_\_\_\_

Breeding Manager

Payment method: Check / Credit Card / Wire Transfer  
 \* There is 2% credit card fee for MC and Visa and a 3.5% fee for AE applied for each transaction.  
 Credit Card Type: \_\_\_\_\_ Credit Card # \_\_\_\_\_  
 Security code \_ \_ \_ Exp date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Name on the card \_\_\_\_\_

- \* Please include a \$40 on each wire transfer to cover bank fees.
- \* Check is make payable to Sunny Pines Breeding Services

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