



### European Breeding Contract for semen currently stored in Europe

This contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and among Gumz Farms, LLC Agent (“Agent” or “Farm”) for \_\_\_\_\_, and Mare Owner or Lessee (“Mare Owner”) \_\_\_\_\_. All rights and responsibilities between the parties for the 2011 breeding season are set forth in this contract.

1. Mare Owner agrees to breed the mare named \_\_\_\_\_, Registration # \_\_\_\_\_, Breed \_\_\_\_\_, (the “Mare”), to the Stallion, \_\_\_\_\_, Registration # \_\_\_\_\_, Breed \_\_\_\_\_, (“Stallion”), during the 2011 breeding season (commencing February 1, 2011 and ending on July 1, 2011).
2. Mare Owner shall pay a breeding fee of \$ \_\_\_\_\_ (USD to have mare bred to Stallion in 2011 upon signing of this contract. Mare Owner shall pay the breeding fee prior to any frozen semen being released. The Stallion Service Purchase Price set forth above, includes up to **3 doses** of frozen semen, with each additional dose to be purchased at \$500 USD. Each dose of semen is defined as a single insemination dose which contains a minimum of 600 million total sperm and upon thawing >30% post thaw motility. In addition:
  - A. Semen is in storage at Veterinaer Medizinische Universität Wien Besamungsstation Veterinaerplatz 1 1210 Wien Austria The number of the insemination facility is ATEQ6. Mare Owner must notify Storage Facility a minimum of three (3) days prior to shipment date.
  - B. Any unused semen must be returned to storage facility or, with written permission, destroyed by a Veterinarian.
  - C. If semen is held at an International storage facility, mare owner must comply with ordering guidelines and shipment fees that are usury and customary for that facility.
3. Mare Owner warrants that the mare is healthy, in sound breeding condition, is halter broke and registered with the breed association shown above. Agent retains the right to require a negative uterine culture or equine cytology with sensitivity test for maiden and/or barren mares or any a mare requiring more than three (3) semen shipments in a breeding season. A current, legible copy of the mare’s registration papers must be attached to, and will become a part of, this Agreement.
4. All parties agree to diligently try to settle Mare. Should Mare not settle, Mare Owner will hold Agent and Farm harmless from any resulting loss or damages. Farm agrees to provide detailed instructions for thawing and inseminating the frozen semen as well as consulting with the veterinarian responsible for inseminations.
5. Unless approved by Stallion Owner in writing, the LFG “Live Foal Guarantee” shall be void and Stallion Owner released from liability if Mare is sold prior to foaling. Contractual guarantees can only be extended by Stallion Owner in writing to third parties. The LFG shall be conditioned upon compliance by Mare owner of all conditions set forth in this Contract. Stallion Owner hereby guarantees to Mare Owner that a single, live foal will result from the privileges granted herein. “Live Foal” means that the foal will stand and nurse. It is further agreed that should the mare die, prove barren, abort the foal, or if the foal is stillborn, Mare Owner is entitled to a return service for the subsequent breeding season only to Stallion, provided that Mare Owner has remained in compliance with the terms and conditions set forth herein and all outstanding accounts with regard to the rights and privileges granted herein are paid in full.. Refunds will be given at the sole discretion of Stallion Owner. If The Mare dies

during breeding season, Mare Owner may substitute another mare upon written approval of alternate mare by both parties to this Contract. Stallion Owner shall be released from the LFG and the LFG shall be void if :

- a. Mare Owner fails to notify Gumz Farms within forty-eight (48) hours after the time of foaling that a live foal was not produced; and
- b. Mare Owner fails to notify Gumz Farms with insemination dates within 30 days of breeding; or
- c. The Mare is sold without notice to Stallion Owner.

6. At Mare Owner's request, Stallion Owner may issue a breeding certificate after the Mare's sixty (60) day pregnancy check by a licensed veterinarian and determined to be "safe in foal." However, all charges must be paid in full prior to issuance of the breeding certificate. Mare Owner shall not sell or assign this breeding contract without prior written consent of Stallion Owner. There shall be no substitution of mares without the express written consent of Stallion Owner. Any attempt to assign or substitute without prior written consent of Stallion Owner will terminate this Agreement and release Stallion Owner from all obligations contained herein.

7. If more than one embryo results from a breeding during embryo harvesting, Mare Owner must pay an additional Stallion Service fee within sixty (60) days of confirmed pregnancy in order to receive a certificate for the additional foal(s).

8. **WARRANTY.** NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERRED BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE THAWED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS IS GIVEN BY THIS AGREEMENT.

9. This Agreement represents and constitutes the entire agreement between the parties. This Agreement shall not be altered except in writing and accompanied by the signature of both parties. The parties signing below represent that they are fully authorized to execute this Agreement. The Mare will not be bred to the Stallion without a fully signed copy of this Agreement as well as the appropriate documentation having been received and approved by Agent.

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Stallion Owner or Agent	Date	Mare Owner/Agent	Date
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**NOTE:** A Copy of Both Sides of Registration Papers MUST accompany this Agreement.

**1385 State Route 56 East \* Morganfield, KY 42437 \* 270-389-0887 (office) \* 270-389-0849 (fax)**

### Mare Owner Contact Information

Name: \_\_\_\_\_

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

City, State/Province: \_\_\_\_\_

Zip: \_\_\_\_\_

Daytime/Work Phone: \_\_\_\_\_

Home/Evening Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Cell/Mobile: \_\_\_\_\_

e-mail address: \_\_\_\_\_