



Wild Turkey Farm
2995 Woodside Road #400
PMB 378, Woodside, CA 94062
Fax 650-851-7313
Tel 650-529-9875

BREEDING AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 200____, by and between WILD TURKEY FARM (hereinafter referred to as "WT" and _____ located at _____ (hereinafter referred to as "Owner").

RECITALS:

WT owns several breeding stallions and operates a breeding facility. Owner owns a mare, described herein, and desires to breed said mare to WT's stallion upon the terms, conditions, and covenants herein.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. RECITALS.** The above Recitals are made a part of this Agreement.
- 2. MARE.** Owner certifies that they are the legal and registered owner and have the right to enter into this Agreement to breed the following described mare (hereinafter "Mare") to WT's stallion:

Name: _____

Breed: _____

Foal Date : _____

Registration No: _____

Markings: _____

3. MARE OWNER'S DUTIES AND WARRANTIES.

3.1 OWNER ACKNOWLEDGES AND PROVIDES AS FOLLOWS:

- a. WT's sole responsibility under this Agreement is to provide semen of the chosen Stallion.

b. The semen provided under this Agreement shall only be used to inseminate the Mare identified herein. Owner agrees that it shall not, directly or indirectly, use the semen provided herein to inseminate any other mare. This is a material consideration of WT entering into this Agreement and is required to maintain the quality of foals bred by the Stallion.

c. The "breeding season" is defined as commencing February 15 and concluding on July 15 of each calendar year;

d. Except as provided herein, WT makes no guarantee or warranty of a live foal resulting from breeding Mare with Stallion;

e. The breeding fees covers only one (1) live foal. If a single foal is born to Mare, Owner agrees at their expense to return any unused straws containing Stallion's semen within three (3) days after the foal's birth.

f. Owner shall not use, obtain or retain any unused Stallion semen for any purpose whatsoever;

g. Owner shall not cause any transfers of embryos from Mare without WT's prior written consent.

3.2 OWNER FURTHER REPRESENTS THAT AT THE TIME THE SEMEN SHALL BE SHIPPED, THE MARE WILL:

a. Have been certified by a veterinarian to be healthy, ready to breed, and physically capable of carrying a foal to birth;

b. Within no less than sixty (60) days, the Mare has received a negative inter-uterine culture;

c. The Mare is current on all her immunizations, including Equine Rhinopneumonitis;

d. Within 45 to 70 days after insemination, Owner at their expense, shall have a licensed veterinarian perform a pregnancy examination of Mare and promptly deliver the results thereof to WT;

e. Within 90 days of the birth of the foal, Owner shall register the foal in the appropriate breed registry and deliver a copy of the registration to WT;

f. Owner agrees that the name "Wild Turkey" or the initials "WT" shall be part of the registered name of any foal resulting from this Agreement;

g. Owner acknowledges that not all breed registries recognize the use of frozen semen or embryo transfers, and it is the sole responsibility of Owner to ascertain whether such procedures are recognized and allowed by the registry the Owner desires;

h. Within ninety (90) days of the birth of a foal, Owner shall ascertain the blood type, at Owner's sole expense, and provide a true and correct copy of the lab analysis of the blood to WT.

i. Owner, at their expense, on or before September 1, shall provide WT with a Veterinarian Certificate of Insemination to be completed Owner's veterinarian once the Mare is confirmed to be in foal;

4. STALLIONS. WT's stallions and Stud Fees are set forth as follows:

STALLION NAME	TOTAL FEE	
LAVITA (Holsteiner) Reg. #211101118292	\$1,800.00	
LIOCALYON (Holsteiner) Reg. #211302117392	\$1,800.00	
CHESAPEAKE (Holsteiner) Reg. #421000032401	\$1,500.00	(2 DOSES, FROZEN ONLY)
ADMIRAL Z (Hanoverian) Reg. #319741691	\$1,500.00	
LAMARQUE (Holsteiner) Reg. #421000214202	\$1,500.00	(AVAILABILITY BASED ON SHOW SCHEDULES)
REX GRANNUS (Westfalen) Reg. #341410550991	\$1,500.00	

Owner desires to breed Mare to stallion, _____,
(hereinafter "Stallion"). Owner has contracted for COOLED /FROZEN semen (circle one) to be provided by WT.

5. BREEDING. Unless otherwise agreed to in writing between the parties, all breeding is through artificial insemination. There is no live insemination. The breeding season commences on February 15 and concludes on July 15 of each calendar year. The total Stud Fee paid by Owner to WT covers a single collection of semen from the Stallion which is good for one breeding during the breeding season.

6. STUD FEE. The total Stud Fee payable by Owner to WT for the Stallion selected is \$_____. Said sum is payable, \$500.00 upon execution of this Agreement, as a non-refundable booking fee, and the balance of the Stud Fee is payable before the semen will be shipped or delivered to Owner. WT shall provide notice to Owner of the anticipated date of shipping, and Owner agrees to forward the balance of the Stud Fee at that time.

The following terms apply to all fees paid herein:

- a. All payments will be made by personal or cashier's check in U.S. Dollars;
- b. All fees must be paid and the signed Agreement, along with Mare's registration papers delivered to WT before any semen shall be provided;
- c. The fee covers a single collection of semen for one (1) breeding during the breeding season, February 15 to July 15;
- d. All shipping costs for the semen shall be paid by Owner;
- e. The Stud Fees set forth in Section 4 are subject to change at the discretion of WT.

6.1 EMBRYO TRANSFER. Unless the parties have otherwise agreed in writing, Owner shall not transfer from Mare any embryos resulting from Stallion's semen and implant them in a different mare. If WT agrees to an embryo transfer, the Stud Fee set forth herein shall be increased by 20% and shall be paid within 24 hours of WT's consent. If WT and Owner consent to an embryo transfer, the live foal guarantee set forth in Section 8 shall only apply to the mare to which the embryo is transferred.

7. COLLECTION, HANDLING, AND SHIPPING. WT shall ship cooled or frozen semen only to Owner's designated veterinarian. Owner is solely responsible to pay and make all arrangements for shipment of the semen to Owner's veterinarian directly. WT shall have no liability of any nature or kind for any delays, failures, or damage in shipment. Owner understands that frozen semen collection and shipping charges are normally higher than like charges for cooled semen. If Owner has contracted for frozen semen, Owner acknowledges that longer notice is required to the collector and shipper in advance of the date Owner desires to inseminate Mare, and Owner is responsible for such arrangements.

Owner and their veterinarian are responsible for following the specific instructions provided by WT's veterinarian in regard to proper handling, thawing, and use of frozen semen.

8. LIVE FOAL GUARANTEE.

8.1 DEFINITION.

a. "Birth" is defined as the time the foal has completely left the body of the Mare and the umbilical cord has been broken.

b. "Live Foal" shall mean the foal has stood and nursed from a Mare or has been fed by hand, in each case for a period of at least 24 hours from the time of birth.

8.2 FROZEN SEMEN. There is no live foal guarantee for frozen semen.

8.3 COOLED SEMEN. If Owner inseminates Mare with cooled semen, Owner shall be entitled to re-breed Mare, or substitute mare approved by WT, again to Stallion in the next year's breeding season only, if (1) 60 days after insemination the mare is barren; (2) Mare aborts; or (3) the delivery is not a live foal. Under any of these conditions, Owner shall, within (7) days of any of the above events, at their expense, have their veterinarian certify the identity of the Mare, verification of still-birth, loss of pregnancy, or a non-living foal, with reasonable certainty and backup records so that WT may authenticate the veterinarian's conclusion. If WT is satisfied in its sole discretion with the veterinarian's conclusion, and provided Owner first pays WT an additional non-refundable fee of \$500.00, Owner may use the remaining semen in their possession to inseminate Mare. If Owner reasonably requires additional semen, WT shall provide one additional shipment. The cost of shipment, collection, and handling shall be borne by Owner.

9. WAIVER OF CLAIMS AND INDEMNITY. Owner waives any and all claims against WT and its owners, agents, assigns, contractors, and employees, for any and all injury to Owner, its business, agents, employees, and owners, for losses of any kind, including, but not limited to, loss to business; damage to property; injury, illness, or death to Mare; injury, illness, or death to any other horse of Owner; injury, illness, or death to Owner, its agents, employees, invitees, or any other person, for any cause whatsoever. Owner shall indemnify, defend, and hold harmless WT and its owners, agents, employees, and assigns from and against any and all liabilities, claims, damages, costs, suits, and attorney fees arising out of this Agreement, including, but not limited to claims for bodily injury, death, or property damage.

10. MISCELLANEOUS PROVISIONS.

- a. This Agreement shall be governed by the laws of the State of California and jurisdiction and venue for all purposes shall be Santa Clara County, California.
- b. In the event of a dispute arising out of the Agreement, the prevailing party shall be entitled to attorney fees and costs.
- c. If any part of the Agreement shall be determined to be void, the remainder of the Agreement shall remain in full force and effect.
- d. This is the entire agreement between parties. Owner shall not assign, in whole or in part, any part of the Agreement without the written consent of WT.
- e. This Agreement may only be amended in writing, signed by Owner and WT.
- f. This Agreement may be signed in counterparts.
- g. This Agreement shall not be construed for or against the drafter of this Agreement.
- h. Each party by their signature below confirms that they have read and understands this Agreement.

WILD TURKEY FARM

Dated _____

By _____

OWNER

Dated _____

By _____

Print Name _____

Address _____

City, State, Zip _____

Telephone _____

Email _____

OWNER'S VETERINARIAN

Name _____

Address _____

City, State, Zip _____

Telephone _____

Email _____

(Owner reserves the right to change veterinarians and shall provide WT immediate written notice thereof.)

OWNER'S AUTHORIZATION FOR RELEASE OF MARE'S VETERINARIAN RECORDS TO WT. *Owner's signature herein is an express authorization for owner's veterinarian to release any records pertaining to Mare that in any way concern this Breeding Agreement to WT.*



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BREEDER'S CHECK LIST

Please follow this Check List carefully, and contact Wild Turkey Farm if you have any questions.

1. Send in a completed **Breeding Agreement** with your **mare's registration papers**, together with the **\$500 Booking Fee**.
2. Read carefully the **Instructions for Ordering Cooled Shipped Semen**.
3. Complete the **Cooled Transported Semen (CTS) Shipment Request Form** and fax it to Pioneer Equine Hospital at (209) 847-5954 **in advance** of calling Wild Turkey Farm to request shipment of semen.
4. The balance of the **Stud Fee** must be received by Wild Turkey Farm **before** any semen will be shipped.
5. Once your mare is in foal, please have your veterinarian return the **Veterinary Certificate of Insemination** to Wild Turkey Farm.

Thank you,
Barb Ellison