



WILD TURKEY FARM LLC  
29030 SW Town Center  
Loop E, Suite 202 #533  
Wilsonville, OR 97070  
Fax 503 610-7079  
Tel 503 610-7077

## BREEDING AGREEMENT (New Zealand)

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_, by and between WILD TURKEY FARM LLC a Oregon Limited Liability Company (hereinafter referred to as "WT" and \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter referred to as "Owner").

### RECITALS:

WT owns 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.



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- 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 August 15 and concluding April 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. Subject to the terms herein, the breeding fees cover only one (1) live foal. Owner shall conduct a pregnancy test 45 days after insemination. If the test is positive, Owner agrees at their expense to return any unused straws containing Stallion's semen within three (3) days thereafter to EquiBreed NZ, 673 State Hwy 1 RD4, Cambridge 3496, New Zealand. Please Note: EquiBreed may only release semen with WT's written consent. Release forms may be downloaded from WT's website;
- 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 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;



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f. 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;

g. 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.

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

**4. STALLION.** The stallion from whom the frozen semen shall be collected is Liocalyon (Holsteiner), Reg. #211301 1173 92. The total Stud Fee paid by Owner to WT covers two doses of frozen semen from the Stallion. Owner may purchase additional straws of semen from WT for \$700.00 U.S. each.

**5. STUD FEE.** The total Stud Fee payable by Owner to WT for the Stallion selected is \$1,400.00 U.S. Said sum is payable before the semen will be shipped or delivered to Owner.

The following terms apply to all fees paid herein:

- a. All payments will be made by wire transfer in U.S. Dollars. A copy of WT's wire instruction is attached hereto as Exhibit A;
- 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. All shipping costs for the semen shall be paid by owner;
- d. The Stud Fee set forth in herein are subject to change at the discretion of WT

**5.1 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.



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**6. COLLECTION, HANDLING, AND SHIPPING.** WT shall ship 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. 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.

**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, shall be the stud fee set forth herein. If more than one embryo is flushed from mare in a single breeding season, additional stud fee will be assessed to the mare owner. This fee will be 1/2 the amount of the original stud fee for each additional recipient mare checked in foal at 45 days per ultrasound by a licensed veterinarian. If WT and Owner consent to an embryo transfer, the live foal guarantee set forth in Section 8 shall apply to the mare to which the embryo is transferred.

## **7. LIVE FOAL GUARANTEE.**

### **7.1 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.

**7.2 FROZEN SEMEN.** When Owner inseminates Mare with frozen semen, Owner may be entitled to re-breed Mare, or a substitute mare approved by WT, again to Stallion in the next year's breeding season only, if (i) 60 days after insemination the Mare is barren; (ii) Mare aborts; or (iii) the delivery is not a live foal. Under any of these conditions, Owner shall, within seven (7) days of any of the above events, at their expense, have their veterinarian certify the identity of the Mare, verification of stillbirth, 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, WT shall provide one (1) additional dose of frozen semen to Owner for \$700.00 or two (2) doses for \$1,400.00. Said amounts are non-refundable and must be pre-paid to WT. The cost of shipment, collection, and handling



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shall be borne by Owner. All other terms and conditions herein will remain in full force and effect in any re-breeding.

**8. 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 any losses of any nature or 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 Oregon and jurisdiction and venue for all purposes shall be Clackamas County, Oregon.
- 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. Signatures by facsimile or electronic mail shall be deemed original signatures.
- 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.



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**WILD TURKEY FARM LLC**

Dated \_\_\_\_\_

By \_\_\_\_\_  
BARB ELLISON, Managing Member

Dated \_\_\_\_\_

**OWNER**

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.*

**Wire Instructions for Wild Turkey Farm, LLC**

Account Name: Wild Turkey Farm LLC  
29030 SW Town Center  
Loop E Ste. 202 #533  
Wilsonville, OR 97070

Account No.: 379681062699



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ABA (routing No): 123002011

Bank Name: Key Bank  
9490 SW Wilsonville Road  
Wilsonville OR 97070  
00 1 503 454-2092

The wire should be for \$1400 US.