



WILD TURKEY FARM LLC
29030 SW Town Center
Loop E, Suite 202 #533
Wilsonville, OR 97070
Cell 650 303 6747
Fax 503 610 7079

BREEDING AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____ 20____, by and between WILD TURKEY FARM (hereinafter referred to as "WT") and _____ located at _____ (hereinafter referred to as "Owner").

RECITALS:

WT owns and manages 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: If mare is being leased by Owner, a lease agreement signed by both Owner and mare owner must accompany this Breeding Agreement.

Mare's Registered Name: _____

Breed: _____

Date of Birth: _____

Registration No: _____

Breed Registration Number only

Sire: _____

DAM SIRE: _____

Please send a copy of the Mare's Registration papers with this agreement.

3. MARE OWNER'S DUTIES AND WARRANTIES.

3.1 OWNER ACKNOWLEDGES AND PROVIDES AS FOLLOWS:

- WT's sole responsibility under this Agreement is to provide semen of the chosen Stallion
- The semen provided under this Agreement, whether frozen, cooled or otherwise, shall only be used to inseminate the Mare identified herein, and for no other purpose whatsoever. Owner agrees that he/she shall not, directly or indirectly, sell, store or 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;
- The "Breeding Season" is defined as commencing March 15th and concluding on July 15th of each calendar year;
- Except as provided herein, WT makes no guarantee or warranty of a live foal resulting from



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breeding Mare with Stallion;

- e. The breeding fee covers only one (1) live foal; and
- f. Owner shall not use, obtain or retain any unused Stallion semen for any purpose whatsoever. 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 EHV;
- 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 written results thereof to WT; and
- e. Owner, at their expense, on or before September 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. Failure to return the Veterinary Certificate of Insemination will result in a Breeding Certificate NOT being issued once the foal is born.



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4. STALLIONS: WT's stallions and stud fees are set forth as follows:

<u>STALLION NAME:</u>	<u>TOTAL FEE:</u>
LIOCALYON (Holsteiner) REG: #211302117392	\$1,800 a dose, frozen only**
WT LEAPFROG (Holsteiner) REG: 84000321103711	\$1,800 fresh cooled
CLINTORD (Holsteiner) REG: #DE421000175303	\$1,800 fresh cooled
CROWN AFFAIR (Holsteiner) REG: #32121016695	\$1,600 a dose, frozen only**
BILLY MEXICO (AES) REG: #82600205013706	\$2,000 a dose, frozen only**
LIMONCELLO II (Holsteiner) REG: #DE421000195001	\$1,800 fresh cooled
ACE (Holsteiner) REG: 210210698	\$1,800 fresh cooled
LAMARQUE (Holsteiner) REG: 421000214202	\$1,500 fresh cooled
CALITO (Holsteiner) REG: DE4210000188212	\$1,200 a dose, frozen only**
CORUSCANT (Holsteiner) REG: DE421000038711	\$1,200 a dose, frozen only**
WT LAKOTA (Holsteiner) REG: 8400321404615	\$1,200 a dose, frozen only**

**ordered by the dose. Additional doses may be purchased at a per dose cost which varies by stallion. All additional doses are to be used only for the mare named in this contract.



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Owner desires to breed Mare to Stallion, _____,
(hereinafter "Stallion"). Owner has contracted for COOLED FROZEN semen (check one) to be
provided by WT. If frozen, how many doses are to be shipped _____.

- 5. BREEDING.** Unless otherwise agreed to in writing between the parties, all breeding is through artificial insemination. There is no live cover.
- 6. STUD FEE.** The total Stud Fee for the Stallion selected is \$_____ and is payable in full upon signing this Agreement before the semen will be shipped to Owner.
The following terms apply to all fees paid herein:
- a. All payments will be made by wire transfer, personal or cashier's check in U.S. dollars.
Payment by credit card shall be assessed all applicable fees incurred by method of credit card;
 - b. All collection and shipping costs for the semen shall be paid by Owner, including the return of the shipping container; and
 - c. The Stud Fees set forth in Section 4 are subject to change at the discretion of WT.
- 7. EMBRYO TRANSFER.** Owner shall not transfer from Mare any embryos resulting from Stallion's semen and implant them in a different mare unless WT agrees in writing to an embryo transfer, and Owner pays the Stud Fee set forth herein. If multiple embryos are produced from a mare in a single embryo flush, an additional Stud Fee will be charged to the mare owner. This fee shall be 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 and limited to a single embryo flush. If the Owner decides to do second breeding of the same mare for an additional pregnancy the Parties must execute a new Breeding Agreement. If an embryo flush was performed and the embryo transferred to a recipient mare, Owner further warrants that any unused semen shall be promptly returned to WT at Owner's expense, per Section 9.2 b.

The permission to transfer multiple embryos from one breeding of the Donor Mare does not entitle the Owner to breed any mare other than the Donor Mare to the Stallion with semen shipped pursuant to this Agreement or to rebreed the Donor Mare with semen shipped while there is at least one viable pregnancy or if a Live Foal is produced. If Mare Owner decides to do an additional breeding of the same mare, to achieve additional pregnancies a new Breeding Agreement must be executed. All veterinarian care shall be the responsibility of Owner, including embryo flushing.

- 8. COLLECTION, HANDLING, AND SHIPPING.** WT shall make arrangements to ship cooled or frozen semen with and only to Owner's designated veterinarian, and Owner is responsible for the cost of shipping. WT shall have no liability of any nature or kind for any delays, failures, or damage in or during 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, a seven-day advance notice is required for all frozen semen shipments. A \$200 Emergency Fee will be charged on all frozen semen shipments requiring shipment with less than 7 days' advance notice. Owner and their veterinarian are responsible for following the specific instructions provided by WT's veterinarian in regard to proper storage, handling, thawing, and use of frozen semen.



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8.1 CREDIT CARD REQUIRED: WT requires that Owner provide a valid credit card for shipping semen and to cover all fees associated with collection, handling and shipping of all semen, Frozen or Fresh cooled. The Owner's signature on the Credit Card Authorization Form shall be Owner's express authorization for WT to charge the credit card for all fees and costs set forth in this Agreement and for loss or damage to the shipping container as well as bank fees charged for any returned check.

9. LIVE FOAL GUARANTEE

9.1 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; and
- 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.

9.2 FROZEN SEMEN.

- a. There is no Live Foal Guarantee for frozen semen;
- b. All used and unused frozen semen straws are to be returned to Wild Turkey Farm after the Mare is checked in foal;
- c. This frozen semen is under no circumstances to be used for Intra Cytoplasmic Sperm Injection ("ICSI") unless preapproved by WT; and
- d. Freezing of embryos is not permitted under this agreement.

9.3 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 examine the Mare and certify to a reasonable degree of veterinarian certainty the ident of the Mare,, verification of stillbirth, loss of pregnancy, or a non-living foal, and provide all records, images and diagnostic test to support authenticate the veterinarian's conclusion. If Owner reasonably requires additional semen, WT shall provide additional shipments. The cost of shipment, collection and handling shall be borne by Owner and payable to WT in advance.

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

11. 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;



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- 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 or transfer, 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, and signatures transferred electronically or by facsimile shall be deemed original signatures for all purposes;
- g. This Agreement shall not be construed for or against the drafter of this Agreement; and
- h. Each party by their signature below confirms that they have read and understand this
- i. Agreement.

WILD TURKEY FARM

Dated _____

By _____

OWNER

Dated _____

By _____

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.