



Warwicke Hill Stud presents

## 2020 Stallion Breeding Contract | TOWERVIEW THEO

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This agreement ("Agreement") is entered into ("Effective Date") as identified by date and signature on Page 6 of this contract, for breeding and shipped semen services by and between Warwicke Hill Stud ("WHS") and the mare owner ("Mare Owner") for services to the stallion **TOWERVIEW THEO**. WHS and Mare Owner may sometimes be referred to herein individually as "Owner" and collectively as the "Owners". Therefore, in consideration of the foregoing promises, covenants and other valuable consideration contained herein, the Mare Owner and WHS agree as follows:

1. Breeding Privilege and Fees. WHS hereby grants Mare Owner the right to breed Mare to Stallion during the 2020 breeding season, which commences on January 1, 2020 and concludes on December 31, 2020 ("Breeding Season"). In exchange for this breeding privilege, Mare Owner agrees to pay WHS a total breeding fee of \$750 ("Breeding Fee"), which does not include non-refundable, fixed shipping costs. The breeding privilege granted herein and the Breeding Fee pertains only to the "Mare" and no others mares for the Contract Breeding Year and/or Rebreed Option. As of the date Mare Owner requests any shipments of Semen pursuant to the terms of this Agreement, Mare Owner represents and warrants that all fees due to WHS have been paid in full.
2. Doses. WHS will make every effort to ship approximately 800M live sperm via frozen straws. One dose ("Breeding") will be equivalent to as many frozen semen straws as necessary to equal approximately 1 billion live sperm. If Mare Owner chooses to and achieves positive pregnancy with fewer than number of shipped straws, Mare Owner **must** either destroy or return the remaining straws by the end of the Breeding Season (December 21<sup>st</sup>, 2020). WHS will allow Mare Owner to keep unused straws in the event that mare aborts mid-pregnancy, in an effort to rebreed on another cycle within only the 2020 Breeding Season. ICSI is forbidden.  
*Mare Owners are forbidden to use straws for any other mare than the one stated in this contract.* If Mare Owner chooses to purchase additional straws for the same mare, Mare Owner will be subject to the Rebreed pricing outlined in Section 4 and 9.
3. Mare Owner Covenants, Representations and Warranties. Mare Owner covenants, represents and warrants as follows:
  - (i) Mare is healthy and in sound breeding condition.
  - (ii) Mare Owner shall provide with this Agreement a current copy (front and back) of Mare's approved breed association registration paper(s) if any, or any other legal documentation which shall identify Mare ownership;
  - (iv) Mare is registered in Mare Owner's name, or provide a fully executed breed association lease authorization form.
4. Live Foal Guarantee & Rebreeding. The mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding is birthed, registers a heartbeat, and survives for twenty-four (24) hours.

If a live foal does not result from the breeding – as in the instance of stillbirth or spontaneous abortion - the Mare Owner will be entitled to rebreed the Mare in the following 2021 season only for no additional Stud Fee.

However, there will be a \$350.00 rebreed fee, provided proper written notification that the Mare has aborted or produced a nonviable foal is given to the Breeder within one (1) week of such abortion or non-viable birth. WHS shall



not be held liable for the loss of any pregnancy whether it has aborted or a non-viable foal is produced. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has aborted or produced a non-viable foal. If written notification is not received by WHS, the rebreed may not be honored at the WHS's discretion.

If the mare does not become pregnant upon first insemination and all shipped straws have been used as verified by a veterinarian, the Mare Owner is guaranteed a rebreed valued at \$350, valid only in the same 2020 breeding season. Rebreeds are limited to one dose per mare, per season. Shipping costs still apply.

5. Death of Stallion. In the event that the Stallion becomes incapable of breeding, dies or is sold, this contract shall become null and void and none of the parties hereto shall have any further rights or obligations, unless expressly set forth herein. The Breeding Fee less the Booking Fee shall be refunded to Mare Owner in the sole discretion of the WHS and only if alternative arrangements may not be made. Under no circumstances will the Booking Fee be refunded.
6. Death of Mare. Should the Mare die prior to breeding, Mare Owner will be refunded the Breeding Fee only. No other fees or charges are refundable except as described herein.
7. Certificate and Parentage Verification. In the event the Mare Owner wishes to breed a purebred Clydesdale for a purebred Clydesdale foal, the Mare Owner agrees to comply with all Clydesdale Breeders of the USA breed association requirements as contained in the Rules and Registration in breed's Official Handbook concerning the use and handling of Transported Frozen Semen and shall comply with any parentage verification required. Mare Owner acknowledges that WHS will issue a breeder's certificate upon receiving notification of the birth of a purebred Live Foal. Mare Owner acknowledges that Mare Owner must pay WHS all fees, costs and expenses in full before WHS will issue a breeder's certificate to Mare Owner. Mare Owner acknowledges and agrees that a breeding certificate shall only be issued for bred Mare and only if the fees set forth in this Agreement and any other related contract are paid in full.
8. Substitution/Transfer. Substitute mare will not be allowed without prior written approval from WHS.
9. Semen Shipment/Insemination Service and Fees. WHS agrees to collect, process, freeze, test, and ship; each as applicable, Semen to/for Mare Owner in accordance with the terms and conditions of this Agreement. In exchange for providing such services, Mare Owner shall pay WHS those fees charged for such services in accordance with WHS's fee schedules through the third party payment collector, PayPal, or via check or cash. WHS reserves right to adjust fee schedules at any time without notice.

**Schedule of Fees**

Breeding Fee for Frozen Semen Dose	\$750
2nd mare during 2020	\$600
3rd mare during 2020	\$500
4th mare during 2020	\$400
Rebreed Fee <i>for each and any number of mares</i>	\$350
Flat Rate Roundtrip Shipping Fee	\$400

Mare Owner acknowledges that Mare Owner will be responsible for and agrees to pay WHS the above shipping/insemination charges if Mare Owner cancels its Semen request within 24 hours of submitting a request to ship semen.



11. All Shipments. Mare Owner shall make a request for a shipment of Semen at least 48 hours in advance of the requested collection date. After giving priority to mares ordering first in a cycle, best efforts will be made to produce semen requests which will be filled in the order in which they are received. WHS does not guarantee that Mare Owner's Semen request will be filled by the requested date. WHS does not guarantee that Semen orders for same day delivery under this contract that are received by WHS on the date requested will be shipped on the date requested. Best efforts will be made to provide one dose of Semen on an as required basis.

12. Address of Record. Unless otherwise requested in writing, WHS shall ship Semen to the address of record which has been provided in writing by Mare Owner prior to any shipment. Mare Owner warrants that the address for shipment is a suitable facility for artificial insemination of the Mare. WHS may refuse to make repeated shipment to the address provided by Mare Owner if WHS determines, in its sole discretion that it will not reasonably lead to a successful breeding.

13. Insemination. Mare Owner represents and warrants that Mare named on contract will be the only mare to be inseminated by the Semen.

14. Transportation of Semen. If Semen is shipped to Mare Owner, delivery of the Semen is F.O.B. shipping point and title and risk of loss of the Semen pass to Mare Owner at the F.O.B. shipping point and all claims for loss or damage in transit or for non-delivery shall be made by Mare Owner against the carrier. All shipment, insurance or similar charges shall be borne by Mare Owner. WHS will make every attempt to ship Semen to Mare Owner in good condition; however, once Semen is delivered to the F.O.B. shipping point, delivery is out of WHS's control WHS does not guarantee or warrant that Semen will be in good condition upon arrival. NOTWITHSTANDING THE ABOVE, WHS SHALL NOT BE LIABLE FOR ANY DAMAGE OR PENALTIES WHATSOEVER, WHETHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, RESULTING FROM WHS'S FAILURE TO DELIVER OR DELAY IN DELIVERY FOR ANY REASON.

15. Payment of Fees. Mare Owner shall pay the Breeding Fee and Booking Fee before WHS is obligated to perform their respective obligations under this/these Agreement(s). Mare Owner shall pay WHS the Fees, all costs, and expenses set forth in the Shipped Cooled Agreement(s) before WHS releases the Semen to Mare Owner. WHS's release of the Semen without first receiving payment for the Fees, Refundable Deposit and all costs and expenses shall not constitute a waiver on the part of WHS to collect any unpaid Fees, costs and expenses.

If paid by credit card, Mare Owner agrees that WHS will add a 3% credit card convenience charge to cover bank charges. If payment is not made when due, WHS shall have a lien against the Mare and/or resulting foal until such time as any and all charges are paid in full and said lien shall survive any transfer of possession. Additionally, WHS may suspend all future delivery and other performance without liability or penalty and, in addition to all other sums payable hereunder, Mare Owner shall pay to WHS (i) a \$25.00 penalty; (ii) the reasonable costs and expenses incurred by WHS in connection with all actions taken to enforce collection or to preserve and protect WHS's rights hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees, court costs and other expenses; and (iii) interest on all amounts unpaid charged at the monthly rate of 1-1/2% or the highest rate permitted by law, whichever is lower. WHS may also, in its discretion, be compelled to withhold the breeder's certificate until payment is received in full.

16. Waiver of Liability. EACH OWNER AGREES THAT WHS, AND ITS REPRESENTATIVES, AGENTS, EMPLOYEES, MANAGERS, MEMBERS, LESSOR, AFFILIATED PERSONS, AND OTHERS ACTING ON WHS'S BEHALF (COLLECTIVELY "WHS REPRESENTATIVES"), SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING BUT NOT LIMITED TO ANY CLAIM, DEMAND OR LOSS ARISING FROM ANY SICKNESS, DISEASE, ESTRAY, THEFT, INJURY OR DEATH TO THE STALLION, MARE, OR SEMEN OR LOSS OF PROFIT OR REVENUES, DAMAGE FOR LOSS OF USE OF THE SEMEN OR THE STALLION OR MARE, DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES OR ANIMALS, INCLUDING PERSONAL INJURY, DEATH OR SICKNESS ON ACCOUNT OF THE USE OF THE SEMEN OR THE ACTS OF THE STALLION OR MARE.



17. Release and Indemnification. Each Owner hereby releases and agrees to indemnify, defend and hold harmless WHS and WHS Representatives from any claim, charge, debt, demand, lawsuit, loss and expense, including but not limited to attorneys' fees, which may be imposed upon or incurred, directly or indirectly, as a result of the services performed pursuant to this Agreement, arising out of or attributable to the Semen, or resulting from the acts and behavior of Stallion or Mare. This indemnification shall extend to the successors and assigns of WHS and WHS's lessor.

18. Risk of Loss. Each Owner agrees to assume all responsibility for the Semen and the Mare, even if in the physical possession of WHS, and shall bear all risk of loss or damage to the Semen, Stallion or Mare, whether by loss, disease, injury, infection, theft or by any cause whatsoever, and agrees to hold WHS (or any person employed by or associated with WHS) harmless on any and all damages associated therewith.

19. Inherent Risks and Assumption of Risk. Each Owner acknowledges there are inherent risks associated with equine activities, including breeding, and hereby expressly assumes all risks associated with participating in such activities. Mare Owner acknowledges that a Haul-In Insemination On-Farm service may be performed by either a WHS employee or a WHS facility veterinarian. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. WARNING: Under Oregon law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section ORS 30.687-30-679.

20. Termination. WHS reserves the right to discontinue service at its sole discretion and may terminate this Agreement upon 10 days' notice directed to the WHS and Mare Owner at the addresses below or any other manner reasonably calculated to provide notice. Such termination shall not prejudice or impair WHS's rights herein, including but not limited to its right to seek payment for any services rendered.

21. Miscellaneous. Each Party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules, and orders. No services other than those expressly stated in this Agreement will be provided by WHS without an express, written and signed amendment to this Agreement. This Agreement is not assignable by WHS or Mare Owner. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. No failure by WHS in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. This Agreement shall be governed by the laws of the State of Oregon, and any legal action relating in any manner to this Agreement or the relations of the parties shall be brought in a state or federal court sitting in or encompassing Washington County, Oregon. The parties agree to submit to the personal jurisdiction of said courts, and hereby waive any objection to venue and any claim that the action has been brought in an inconvenient forum. If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of Stallion or Mare under this Agreement, Each Owner hereby authorizes and appoints WHS to execute any required documents on behalf of such Owner. The Parties agree that a facsimile or other electronic transmission of a counterpart of this signed Agreement constitutes an original counterpart and shall be a valid and binding document for all legal and other purposes. This Agreement may be executed in multiple counterparts by the Parties. All of such counterparts shall be construed as if all signatures were appended to one document.



22. Authority of Mare Owner. The undersigned hereby individually represents and warrants that the undersigned is the true and lawful owner of the Mare or, if not the owner of the Mare, the undersigned is duly authorized by the Mare Owner to execute this Agreement on behalf of the Mare Owner. The undersigned represents and warrants that undersigned has the actual authority to make any and all decisions regarding the Mare and its veterinary care. All references in this Agreement to the Mare Owner shall be deemed binding upon the undersigned and the Mare Owner. The undersigned hereby agrees to indemnify, defend and hold harmless WHS for any and all claims made by the Mare Owner based upon a breach of the above representations and warranties.

I have read and agree to all of the aforementioned terms.

\_\_\_\_\_  
Mare Owner – Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mare Owner – Signed Name



**Breeder Profile**

Mare Owner or Person Responsible for Breeding:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

City, State, Zip:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

Location for Delivery

Name of Facility:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Closest Airport:

\_\_\_\_\_

Veterinary Information

Name of Facilitating Veterinarian:

\_\_\_\_\_

Veterinarian Phone Number:

\_\_\_\_\_

Veterinarian Email:

\_\_\_\_\_



### Mare Information

Mare's Registered Name (*if registered*): \_\_\_\_\_

Breed: \_\_\_\_\_

Height: \_\_\_\_\_ Color: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Breed Registry: \_\_\_\_\_

Registration # \_\_\_\_\_

(NOTE: Copy of Registration Papers MUST accompany this Agreement if Mare is registered with *any* registry)

### Payment Information

Credit Card Information (if not paying by PayPal or Check; for shipping fees)

Name on Credit Card: \_\_\_\_\_

Signature: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Account Billing Address:

\_\_\_\_\_

Make Checks Payable To: Jessica Crannell-Menard

Mail Correspondence To: 36550 SW Blooming Fern Hill Rd, Cornelius, Oregon 97113

