



Stallion Breeding Contract

Fresh and/or Frozen Semen Breeding Agreement
for the Hanoverian Stallion "Waterford"



This Agreement is made this _____ day of _____, _____ by and between Lynn McEnespy of 4047 Keefer Rd, Chico, Calif. 95973 ("Stallion Owner") and _____ of _____ ("Mare Owner") as follows:

1. **PURPOSE.** Mare Owner wishes to obtain semen from the stallion "Waterford" for the purpose of breeding a mare owned by the Mare Owner with the intent of producing a live foal. This agreement applies to a single mare and not for the purpose of obtaining more than one foal through embryo transfer.
2. **TERMS AND TERMINATION.** This Agreement shall continue until the earlier of the following:
 - a. The completion of the second season of breeding from this agreement's date;
 - b. A live foal is produced;
 - c. Any violation of the provisions herein by the Mare Owner and the failure to correct any or all violations within fourteen (14) days from receipt of written notice by Stallion Owner;
 - d. Mare Owner's violation of the protocol requirements for breeding a mare with fresh and/or frozen semen and the failure to correct any violations within fourteen (14) days.
3. **MARE.** The mare to be bred is described in the attached Exhibit A, Mare Information. Mare Owner agrees to the following terms and conditions relative to the mare and breeding:
 - a. Prior to shipment of semen a veterinary examination is strongly recommended to assure the mare to be in sound breeding condition and free from infection.
 - b. A culture is not required for maiden mares or mares bred on the foal heat;
 - c. It is strongly recommended confirmation of the mare's pregnancy be done by a licensed veterinarian at the following times:
 - i. 14 to 18 days post-ovulation;
 - ii. 35 to 40 days post-ovulation;
 - iii. 55 to 60 days post-ovulation.
 - d. Mare Owner assumes all responsibility for the care, custody, control and condition of the mare and bears all risk of loss or damage to the mare for any reason including but not limited to death, disease, injury, infection or otherwise;
 - e. Mare Owner may substitute another mare upon approval of Stallion Owner in the event the mare doesn't conceive, or is determined unfit to breed.
 - f. In the event Mare owner elects to transfer embryo(s) to doner mares resulting in more than one foal, a breeding and booking fee shall be paid for each foal produced.
4. **STALLION.** Lynn McEnespy owns the Hanoverian stallion "Waterford", registration number 314611196 (the "stallion"). The stallion is the sole and exclusive property of Lynn McEnespy and shall remain under her care and management at all times. Mare Owner shall have no right, title or interest in the stallion except as expressly set forth in this Agreement.
5. **FEES. Breeding Fees.** A total breeding fee in the amount of nineteen hundred (\$1,900) dollars is due prior to shipment of semen. Payment of breeding fee includes collection and shipping of a maximum of three times. The breeding fee is comprised of a Booking Fee and a Service Fee as follows:
 - a. **Booking Fee:** Upon execution of this Agreement, a booking fee of eight hundred (\$800) dollars is due. Should mare owner desire to terminate this agreement the booking fee will be refunded less one hundred (\$100.00) dollars provided no collections or shipments have been provided by stallion owner.
 - b. **Service Fee:** Prior to the first shipment of semen, a service fee of eleven hundred (\$1,100) dollars is due.

- c. Semen Container Deposit: A deposit of seven hundred fifty (\$750) dollars is due before the first shipment of frozen semen, two hundred fifty (\$250) for fresh semen. This deposit is in addition to the breeding and booking fee and will be returned upon receipt of the shipping container. Any loss or damage to the shipping container on the return trip is the responsibility of the Mare Owner and may result in deduction(s) from the container deposit to cover said loss, damage and/or unpaid shipping charges. Return shipping of containers is the responsibility of mare owner. **Containers must be returned within five (5) business days or container deposit may be forfeited.**
6. The receipt of a complete accounting for the total number of units of frozen semen, if applicable, is required from a licensed veterinarian.
7. Failure to comply with the above requirements may result in forfeit of the container deposit. An additional container deposit will be required for any additional shipments unless the original container has been received.
8. SEMEN SHIPMENT PROCEDURES: Semen will be shipped to Mare Owner at the address shown on Exhibit A unless otherwise directed by Mare Owner and in accordance with the policies attached as Exhibit B.
 - a. **Shipments shall be made from March 1st to September 1st of each breeding season on the following days only: Monday, Wednesday, and Friday prior to 12:00 noon California time.** Collection on Saturday shall be at the discretion of the stallion owner and the stallion owner's veterinarian. No collections will be done on Sunday.
 - b. **Requests for semen MUST be received a minimum of twenty-four (24) hours PRIOR to 8:00 a.m. California time. Requests received with less than twenty-four (24) hours notice will NOT be honored unless shipping and veterinarian schedules allow.**
 - c. Stallion owner reserves the right to use frozen semen in the event fresh semen is not available due to stallion's show schedule, illness, or other reasons.
 - d. Fresh semen will be shipped for up to three (3) heat cycles. Shipments need not be for consecutive heat cycles but will not be made after September 1 of the breeding season unless specifically approved by stallion owner.
 - e. **Should additional shipments be required after the three cycles, additional shipments, if requested, will be charged actual costs for collection, laboratory, and shipping costs. These costs will be actual costs incurred by stallion owner for veterinary services and are estimated at \$250.**
 - f. Additional shipments may be requested for up to two consecutive breeding seasons.
 - g. Any and all unused semen must be returned or destroyed by a licensed veterinarian.
9. GUARANTEE: Mare Owner shall be entitled to a second season of breeding for the second consecutive season only under the terms and conditions of the Agreement and upon the following conditions:
 - a. Receipt of notification from a licensed veterinarian within ten days of examination of any loss of pregnancy or failure to conceive which occurs in the first season of breeding;
 - b. Appropriate certification signed by a licensed veterinarian within 30 days of the last attempt at breeding certifying that the mare has not become pregnant during the first breeding season;
 - c. The mare fails to produce a live foal which stands and nurses within twenty four hours after foaling, Lynn McEnespy is notified within seventy two hours after foaling with a statement from a licensed veterinarian stating the details of the foals death. If such notification and statement is not received within the time required, no fees will be refunded and the guarantee is null and void.
 - d. In the event the Stallion dies or becomes unable to breed and no semen is available, the service fee will be refunded.
10. BREEDING CERTIFICATE: A Breeding Certificate will be recorded with the American Hanoverian Society, or other breed registry as appropriate, and a copy issued to the Mare Owner in order to establish owner's right to register any foal upon payment of all fees required.
11. INSURANCE: Mare Owner is responsible for any insurance desired on the mare.

12. INDEMNIFICATION: Mare Owner agrees to indemnify, release and hold harmless Lynn McEnespy, her agents, employees and assigns, from any and all claims, demands, damages, actions, suites, attorney's fees and costs, obligations or liabilities of any kind, known or unknown, in any way related to the mare or the breeding or insemination of the mare.
13. NOTICE: All notices under this agreement shall be given in writing and delivered personally or mailed via overnight carrier, certified or registered mail to the appropriate party at the address identified above, or at such address provided in writing during the course of this agreement. Any notice mailed shall be effective as of the time and/or date stamped by the United States mail or other carrier.
14. MISCELLANEOUS: Failure to insist on any performance or waiver of any breach of this Agreement shall not be construed as a general waiver as to the other terms and conditions of this Agreement. Mare Owner agrees not to assign this Agreement or any interest in this Agreement without prior written consent of Lynn McEnespy. This Agreement constitutes the entire agreement between the parties and may not be changed, modified or amended in whole or in part, except in writing, signed and agreed to by both parties. This Agreement shall be governed by and construed under the laws of the State of California, County of Butte.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date and year written above.

Lynn McEnespy
Stallion Owner
4047 Keefer Rd.
Chico, Calif. 95973
LmcEnespy@yahoo.com

Mare Owner
Address

Phone Number(s)
E-mail address

Stallion Veterinarian
Dr. Michelle Weaver, DVM
530-534-0722
michelle_craig@gotsky.com

Mare Owner Veterinarian Information

Exhibit B

Fresh and Frozen Semen Shipment Policies For Hanoverian Stallion, Waterford

1. **Original contract and payment must be received, without exception, prior to shipment of semen.** When contracts and other materials are faxed or e-mailed to expedite the breeding process, the original paperwork is required by expedited carrier services.
2. **Fresh semen is shipped Monday, Wednesday, and Friday excepting on Federal holidays when the clinic is closed.** This is required to ensure prompt delivery of the semen. In some cases, special arrangements may be made, however added charges may be incurred for added shipping costs, courier services, after hours collections, etc. **Requests for semen collection and shipment must be made 24 hours prior to 8:00 A.M. California time (i.e. before 8:00 A.M. Tuesday for Wednesday collection and shipping). Requests made after the deadline may not be accommodated.**
3. Breeding veterinary services and semen shipment requests for stallion are at Look Ahead Veterinary Services, Dr. Michelle Weaver, 530-534-0722, michelle_craig@gotsky.com.
4. Semen shipments are available March 1 to September 1, annually. All mares bred must report insemination dates to Lynn McEnespy by October 20 th. Should said report not be made in a timely manner, registration of the foal may be delayed or jeopardized.
5. Frozen Semen is shipped to the Mare Owner's veterinarian only. Sufficient frozen semen will be shipped for three cycles. It is strongly recommended that the Select Breeders Service protocol for frozen semen be used by a veterinarian equipped to handle frozen semen and closely monitor the mare.
6. Artificial insemination with fresh or frozen semen must be managed by a licensed veterinarian. Sufficient doses of semen are provided so that mare owners may manage the mare as desired by the veterinarian.
7. Any remaining units of frozen semen following the completed insemination of a mare's cycle must be returned to Lynn McEnespy or destroyed. Each unit of frozen semen issued must be accounted for by the mare owner's veterinarian and returned in an empty condition following thawing for insemination, or destroyed, along with the completed Insemination Certificate(s).
8. **The financial responsibility for transportation expenses to return containers shall be the mare owner's.** Containers **MUST** be returned within five (5) business days or risk forfeiting the deposit. Compensation for the transportation expenses will be pursued from the shipping company under the following conditions: a) if the transport company loses or mishandles the shipment under no undue circumstances, or b) if the quality of the stallion's semen is deemed inadequate by both the receiving veterinarian and the Stallion Owner's veterinarian due to excessive time in shipping.
9. Container deposits can be applied to any balances remaining at the end of the breeding season. However, no deposits or balances will be returned without the veterinary report indicating the status of the mare.
10. Whether a mare is pregnant or not, a veterinarian report is required by October 21st each year. No breeding certificates can be issued without the appropriate report form.
11. Any shipping charges, or fees for additional collections over the three included in this agreement must be paid for in advance or charged to a credit card on file with stallion owner's veterinarian.
12. Breeding Certificates are issued once all payments and paperwork are completed and returned for the season.
13. A \$50.00 fee will be charged for every bank returned check.

EXHIBIT A

MARE INFORMATION FORM

Please complete fully and return with the contract. This information is critical when reporting breedings and for registering foals.

Mare's Registered Name _____

Birthdate _____

Breed _____

Registration # _____

Owner / Agent _____

Address _____

Phone/Fax/E-Mail _____

Tentative Breeding Date _____



Breeding Checklist **ES Waterford**



Lynn McEnespy
4047 Keefer Rd.
Chico, Ca 95973
530-343-6806

LMcEnespy@yahoo.com
www.eswaterford.com

Name of Mare: _____

Name of Owner and Address: _____

E-Mail Address (if appropriate) _____

Veterinarian Contact Number: _____

E-Mail Address (if appropriate): _____

Booking Fee: \$800.00

Service Fee: \$1,100.00

Container Deposit (credit card number or check must be received prior to shipping of semen):
Frozen semen container - \$750.00
Fresh semen container - \$250.00

Items Required Prior to Shipment (no exceptions):

1. Completed Contract
2. Booking Fee
3. Service Fee
4. Container Deposit (check or credit card)
5. Name, phone number, address, and e-mail address of veterinarian where shipment will be made.

This information is required before any semen is shipped. We cannot schedule shipment until we have all information and payment required. If you have questions regarding shipment, please call or e-mail Dr. Michelle Weaver, Look Ahead Veterinary Service, 530-534-0722, e-mail michelle_craig@gotsky.com, or Lynn McEnespy at LMcEnespy@Yahoo.com, 530-343-6806