BREEDING CONTRACT FOR FROZEN SEMEN

This agreement confirms the reservation to the stallion **Capital Colnardo** (hereinafter referred to as the "Stallion") for the **2023 breeding season** by the owner or lessee of the mare whose signature appears below (hereinafter referred to as the "Owner"). Owner hereby agrees to breed the mare _____ with the registration #_____, registered in the following registry _____, (referred to as the "Mare") Breeding will be done by using the **frozen semen** supplied by Spy Coast Farm (hereinafter referred to as "SCF").

Terms and Conditions:

This is a non-transferable/non-assignable contract. In consideration of the mutual promises and covenants contained herein, and for valuable consideration, the parties hereto agree as follows:

1. Owner will provide a copy of Mare's registration certificate with pedigree, a conformation picture of Mare, and a completed copy of the Mare Information Form.

   *** These documents must accompany this contract in order to receive a breeding certificate at the end of the season. ***

2. Dose(s) ordered with this contract cannot be used for ICSI

3. Mare owner understands that the mare should be examined by a licensed veterinarian at 45 days and again at 60 days after the last day bred. Mare owner must then notify Spy Coast Farm of pregnancy status at that time.

*** Mare owner must **RETURN** the "Veterinary Verification Form" to SCF in order to receive a breeding certificate at the end of the season. ***

4. The breeding fee for the semen shall be in US dollars payable on a per dose basis as follows:

   a. **$1,500.00** per dose ("Purchase Price") due in full prior to shipment of the frozen semen.

   b. **Note 6% Kentucky sales tax applies to stud fee if breeding takes place in Kentucky**.

   c. Each additional live foal produced from the breeding must pay an additional $1,500.00 breeding fee per foal to receive a breeding certificate to register the foal(s).

   d. **There is NO Live Foal Guarantee. There shall be no refund of the Purchase Price.**

   e. **Canadian breeders will be charged a $180 export fee for export paperwork**

Shipping & Handling:

5. **Total shipping cost for semen delivery and container return is $350**. The return shipping label will be included inside the container. All shipping costs will be charged on the owner's credit card, unless the owner has a personal FedEx or UPS account number. **Same day shipping and**

Canadian Shipping will be at cost and can range from $500 to $2,000 depending on flights.

6. Owner agrees that the shipping container shall be returned (i.e. received) to SCF within 3 days of receipt of semen via the same shipping service that delivered the shipment. **A late fee of $25.00 per day shall be assessed for each day beyond the 3-day return period for which the shipper is not returned**. **Should the frozen semen tank be damaged, lost, or not returned within five (5) business days, the Mare Owner's credit card will be charged the cost of the tank $800.00.**

7. Each shipment requires liquid nitrogen to prepare semen container and transfer semen. Owner shall pay $200 liquid nitrogen/handling fee for each shipment to prepare container and agrees to add this amount to the fees for the semen**.**

8. SCF shall ship frozen semen from the stallion in viable condition when it leaves SCF to the Owner at the shipping destination supplied by the Owner. SCF holds no responsibility for shipping errors, misrouting, or mistreatment of shipper by shipping company, which might result in damages to frozen semen.

9. SCF assumes no responsibility for any loss or damage to the mare. Owner shall assume all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare whether by death, disease, injury, infection, or otherwise, and Owner further agrees to indemnify and hold harmless SCF, its officers employees and the Stallion Owner for any and all damages and liability.

10. This agreement may not be assigned or transferred by Owner without prior written consent of SCF.

11. This contract follows the above noted mare and may not be transferred to another mare or new owner without prior consent of SCF. Contract cannot be sold or reassigned to another party

12. This agreement, and all of its terms and conditions shall be binding upon and shall inure to the benefit if all the successors and permitted assigns of the Owner and SCF.

The validity, construction, and enforcement of this agreement shall be in accordance with and governed by the laws of the state of Kentucky, North Carolina or Florida.

Stallion Breeding Fee (see price/# dose schedule):	$ 1,500.00
Quantity:	_____
Sales Tax or Export Fee:	$ _____
Liquid Nitrogen/handling fee:	$ 200.00
Roundtrip Shipping:	$ 350.00
Total Due:	$ _____

Owner/lessee signature

X_____

Date_____

Spy Coast Farm

X_____

Date_____

Please Print:
Owner name:_____
Address:_____
City:_____ State:_____ Zip:_____
Telephone:_____ Cell Phone:_____
Email_____

Payment Information:
Visa/MasterCard/American Express #: _____
Exp. Date: _____ Security Code: _____
Account Holder Name: _____
Account Billing Address: _____

Semen Shipment Information:
FedEx or UPS Account # (please circle which service):_____ If none, credit card above will be charged for shipping.
Ship to: _____
Address:_____
_____
City:_____ State:_____ Zip:_____
Telephone #:_____
E-Mail address (for tracking info):_____

Please mail all checks and contracts to:
Spy Coast Farm LLC, 3700 Newtown Pike Lexington, KY 40511
Tel: 859-280-3063 Fax: 859-554-3563

SPY COAST FARM

MARE INFORMATION SHEET

Mare Information

Registered Name:_____ Alias:_____

Breed:_____ Registration #:_____

DOB:_____ Height:_____ Color:_____

Sire:_____ Dam:_____ Dam's sire:_____

Breeder Name: _____

Owner Information

Name: _____ Farm Name: _____

Address:_____

City:_____ State:_____ Zip:_____

Phone Number(s) Cell:_____ Home:_____ Fax:_____

E-Mail:_____

Breeding History

Mare's current reproductive status: Maiden_____ Barren_____ In Foal_____

Number of pregnancies:_____ Live Births:_____ Early fetal loss(es):_____

Have you ever bred with shipped semen before? Yes/No Fresh Semen_____ Frozen Semen_____

Date of last uterine culture and cytology:_____ Results_____; Biopsy:_____ Results_____

Veterinarian

Veterinarian (handling breeding):_____ Phone:_____ Email:_____

Address:_____

City:_____ State:_____ Zip:_____

Will this breeding be used for embryo transfer?_____

This form and information provided will become part of your agreement with SCF and must be returned to SCF in order to receive a breeding certificate for your foal. Please review your answers for accuracy.

_____ _____

Signature Date

VETERINARY VERIFICATION FORM

I, the undersigned veterinarian, duly licensed by the state of _____do hereby attest that the following occurred: That at the following times and the following days, I artificially inseminated the mare, "_____" with the semen of the stallion _____ and said inseminations were carried out in accordance with standard veterinary practices.

Further, I hereby certify that after careful inspection, the mare inseminated is the mare described in the mare description box. Said inspection consisted of my comparing the written description of the mare with the mare I inseminated and found that the mare corresponds in every detail to said description.

Further, I certify that no other mare was inseminated with the stallion semen designated for this mare and that any excess thereto was promptly destroyed.

Further, I certify that I will indemnify and hold harmless Spy Coast Farm from any claims arising from the negligent improper or ineffective insemination by me.
Witness my hand and seal executed this _____ day of _____ 2023 under pains and penalties of perjury.

1. This form must be signed by the veterinarian on every occasion that the mare is inseminated.
2. This record must be signed when the mare is examined by a licensed veterinarian 60-65 days after the last day bred.
3. This record must be **RETURNED** to Spy Coast Farm when the mare is examined at 60-65 days after the last bred date.

Insemination Date	**Veterinarian Signature**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I hereby examined the mare described on this documented throughout the beginning of her pregnancy and finally 60-65 days after last day bred and found her to be:

In foal____ Not in Foal _____ Date_____ Veterinarian_____

In foal____ Not in Foal _____ Date_____ Veterinarian_____

In foal____ Not in Foal_____Date_____Veterinarian_____

In foal____ Not in Foal_____Date_____Veterinarian_____

In foal____ Not in Foal_____Date_____Veterinarian_____

Mare _____ Date of Birth _____ Color _____

Sire_____ Dam_____ Breed & Reg #:_____

Mare Owner Name and Address:_____

_____