



DiaMond D Mule Farm, LLC

*2817 State Route 73 Hillsboro,
OH 45133*

Shipped Frozen Semen Contract for General Bob

This SHIPPED SEMEN CONTRACT FOR GENERAL BOB is for the breeding season of 2018, is made and entered into on _____ by and between Dora Psiakis and/or Maria Crank residing at 2817 State Route 73 Hillsboro, OH 45133 herein after designated Breeder, and _____ residing at _____

_____ herein after designated Mare Owner. Mare Owner agrees to breed the _____ colored, breed _____, mare's registered name _____, Reg.No. _____, to the Mammoth Jack, General Bob, for the fee of \$450 for a live foal plus shipping charges, subject to the following conditions:

The full breeding fee and first shipment fee is payable upon execution of this contract. Additional shipping fees paid as incurred. PayPal is accepted.

Breeding Agreement:

1. The Breeding Jack is collected as necessary. It is the mare owner's and his/her veterinarian's responsibility to confirm our breeding/shipping days.
2. To guarantee shipping, mare owner, or agent, must give at least a 72 hour notice of possible semen shipment required to DiaMond D Mule Farm and confirm shipment definitely required 24 hours prior to actual shipment.
3. Every effort will be made to accommodate your mare's breeding time-frame; however, it is the mare owner's responsibility to keep in touch with DiaMond D Mule Farm so that your veterinarian and ours can get your mare in foal on a timely basis. Failure to adhere to these arrangements may result in missed heats and delayed shipments, at the mare owner's expense. A veterinarian knowledgeable in successful insemination techniques must oversee off site inseminations, in order to maximize the potential of a timely pregnancy.
4. If a mare dies or is deemed unfit to breed during the breeding season, a substitute mare, approved by the jack owner, may be bred without any additional breeding fee.
5. The mare owner agrees to have the mare checked by ultrasound no later than 21 days after insemination. If ultrasound is unavailable, mare owner agrees to have the mare checked for pregnancy by licensed veterinarian within 30 days of insemination. Mare owner agrees to provide DiaMond D Mule Farm with the results of the pregnancy exam no later than 30 days after insemination.
6. Breeder agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, Mare Owner will hold Breeder blameless. Mare Owner agrees to give Breeder ample opportunity to settle mare, including a minimum of 3 breeding cycles.

Live Foal Guarantee

This Contract contains a **'Live Foal Guarantee'**. A live foal is described as a newborn foal that stands and nurses without assistance. If foal is born dead there are return privileges for the 2017 season only if Breeder is notified within 7 days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal", the mare should miscarry, abort or prove barren after leaving the Breeder's premises, Mare Owner has the privilege to return her for rebreeding during the current breeding season, or the following year, 2017.

A 'Breeding Certificate' will be issued for the foal conceived by this mating when jack fee, veterinarian expenses and all other expenses have been paid in full and, when mare has produced a live foal that stands and nurses by this mating. Both parties agree that DiaMond D Mule Farm, the Breeder, their agents or employees are not liable for death, sickness and/or accident including consequential damages caused to the mare and/or foal unless such death, sickness and/or accident was by the willful and wanton gross negligence of the Breeder; and the Mare Owner is not liable for death, sick-ness and/or accident including consequential damages caused to the stallion.

It is further agreed that should the Jack die, be sold by the owner, or become unfit for service, prior to settling the mare, that the breeding fee will be refunded, if it has been paid in full, thereby canceling this entire contract; or, if mare dies or becomes unfit to breed, the Breeder has the option to either (a) accept another mare according to paragraphs 4 and 5 as a replacement or (b) refund the breeding fee, if it has been paid in full, thereby canceling this Contract.

This Contract is non-assignable and non-transferable. The Mare Owner is responsible for all personal property taxes and full insurance on mare and foal (if desired).

Company _____ Policy Number _____

Telephone # _____

This contract is entered into in the State of Ohio and will be interpreted and enforced under the laws of that state. If any clause in this Contract is against State Laws, then that clause shall be null and void.

Should either party breach this contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach

This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written Contract. Additional conditions should be individually initialed by each party. If none, check box. [].

When Mare Owner and Breeder sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Breeder's Signature _____ Date _____

Owner's Signature _____ Date _____

Shipment Information & Additional Charges for Frozen Transported Semen:

It is the mare owner's responsibility to order a shipment at least 72 hrs in advance.

1. Semen will be sent via Fed-EX (next day arrival) at least \$150 for initial shipment **Plus** all shipping charges to mare owner's home or local veterinarian, to be specified by owner. Semen collection fees will be subject to Park Equine's current prices.
2. If Fed-Ex delivery is not available within a 24 hr period, additional notice will be required. Mare owner should check with Fed Ex for weekend, holiday delivery or customer pickup.
3. DiaMond D Mule Farm, LLC shall not be responsible for the cost arising from shipments lost, damaged, or delayed in transit, or condition of frozen shipped semen upon delivery. We have no control of the shipment after it leaves our custody.
4. **Semen will be shipped in an Equitainer to ensure you receive the best possible quality. The Equitainer MUST be returned at your earliest convenience not to exceed 7 days.**

Contact person: _____

Contact person phone# _____

Contact person email: _____

Contact fax: _____

Shipping address _____

Closest Airport _____

All collection/shipping fees must be paid before shipment to:

Dr. Nate Newton, DVM or Amanda

c/o Park Equine Hospital

5455 Lexington, KY 40511

Phone: 859-987-4303

Fax: 859-987-4304

officeparis@parkequinehospital.com