

Tonjes 459 Breeding Contract for 2018

Friesian Connection Stallion Station Inc.

2685 – 144th Avenue Dorr Michigan 49323

Amy Kroll and Janice VerMerris, Stallion Managers

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This 2018 contract is for breeding to the KFPS/FHANA registered Friesian stallion Tonjes 459 Sport, owned by Jack VanderKooy, Kettle Creek Friesians and standing at the Friesian Connection Stallion Station. This agreement is valid only for the 2018 breeding season. Mare owner and the FC Stallion Station agree to the following terms and conditions:

1) BREEDING: The FC Stallion Station stands the Friesian stallion known as Tonjes 459. Semen shipped is to be used on only the mare provided in this agreement. This agreement cannot be transferred or sold by the mare owner. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership.

2) BREEDING FEE AND BOOKING FEE: The Breeding Fee for Tonjes 459 shall be \$1000. This includes a non-refundable booking fee of \$500 payable with this Agreement, which reserves in the Stallion's book for 2018 a breeding for the Mare. MARE OWNER agrees to pay the balance and any other fees due before any shipment of semen shall be made.

3) BREEDING SEASON: The FC Stallion Station's 2018 breeding season for Tonjes 459 is from March 1 to September 14, 2018. Cooled semen will be available in the order contracts have been received. Advanced booking will place your mare at the top of the list for shipped semen. All other semen requests will be on a first come basis.

4) COOLED SEMEN ORDERS: For semen to be collected and shipped for timely arrival, semen must be ordered the day before the intended insemination and before 4:00 PM Eastern Time for shipment within the USA. Orders for shipments into Canada must be made by 8:00 AM Eastern Time the day before intended insemination. Canadian shipments require a USDA Federal Veterinary seal and extended time is needed to fulfill CFIA requirements.

Requests for semen are to be made to the stallion managers. A message can be left on the telephone. Messages are checked several times a day. Advance requests can also be made by text, fax or e-mail. Confirmation of the order of semen will be given via email. Please do not call between 10:00 PM and 6:00 AM Eastern Time. **We are closed on Sundays.**

The stallion managers must receive reasonable notice of desired collection and shipment dates. Mare owner is to advise stallion manager upon start of the mare's cycle and contact the stallion manager again the day of the desired collection and shipment. The stallion manager cannot guarantee shipment on the desired date without this information. Semen for Tonjes 459 can be shipped five days a week (Monday through Friday).

The mare owner will be responsible for all costs involved in collection. Orders canceled after the stallion has been collected will be billed in full. The FC Stallion Station assumes no responsibility for the loss of semen or semen viability caused by the carrier (FedEx). There will be no shipment on Saturdays, Sundays, holidays or the day before a holiday.)

Mare owner understands that each shipment of semen will contain one dose of semen. A second

dose will be included in the shipment only after all orders are filled and additional doses are still available. Priority will be given in the order the contracts were received. To insure your place on the top of the list, we encourage you to return this contract with payment in full early.

Fees for shipped semen are detailed in our 2018 mare reproductive services and boarding price list. (page 4 of this contract)

5) FOR ON-SITE BREEDINGS: Reproductive services are available at the FC Stallion Station. Fees for Mare Cycle Management and board are detailed in the 2018 Mare Reproductive Services and Boarding Price List. (page 4 of this contract) Services rendered on the farm for the guest mare will be charged to the mare owner. Additional services available include veterinary palpating, ultrasound, Histrelin injections, Lutalyse injections, Oxytocin injections, uterine lavage, Regumate, uterine cultures and biopsies, etc. In addition to reproductive health care; deworming and farrier services will be available. All costs will be passed on to the mare owner.

The breeding fee, 1st month's board and 1st mare cycle management fee must be paid upon the mare's arrival to our farm. All remaining mare care expenses must be paid for at time of mare's departure.

Mare shall be of healthy and sound breeding condition. A veterinarian health certificate and uterine culture and biopsy are recommended on all but maiden mares. All guest mares must be vaccinated for Tetanus, Encephalomyelitis (Eastern and Western), Equine Influenza, Rhino, West Nile and Potomac Horse Fever and dewormed prior to arrival on farm. FC Stallion Station will offer EVA vaccine (ARVAC, Zoetis) for all guest mares at no cost to the mare owner. Farrier services will be available as needed. Recent coggins required. **Please note that a significantly overweight or underweight mare is difficult to get in foal. Therefore, it is recommended that mare owners address body weight issues prior to breeding their mares.**

6) LIVE FOAL GUARANTEE: Should the Mare fail to conceive, abort, die or not produce a "Live Foal" (Live Foal shall be defined as a foal that stands and nurses without assistance for a period of at least 24 hours from the time of birth) then the Stallion Station guarantees the Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of the Stallion Station) within the current or the following breeding season only.

Mare Owner shall notify Stallion Station within sixty days of the last day of Breeding Season if the Mare did not conceive, to be eligible for a rebreed. Mare Owner shall also notify Stallion Station within thirty days of the Mare's abortion, should the Mare abort.

If the Mare does not produce a "Live Foal", then the Mare Owner shall provide the Stallion Station with a veterinarian's certificate stating the time and date of birth, time and date of death and cause of death within seven calendar days of such death.

In the event that the mare dies, Mare Owner shall provide the Stallion Station with a veterinarian's certificate of death.

Live Foal Guarantee shall be specifically conditioned upon Mare Owner's vaccination of Mare for Rhinopneumonitis in the 5th, 7th, and 9th month of the Mare's pregnancy. Mare Owner shall provide the Stallion Station with the certificate stating that such vaccination has taken place at the time the Mare Owner requests a rebreed pursuant to this section.

Live Foal Guarantee shall lapse and the Stallion Station/Owner shall have no further obligation

under this section if:

1. Mare Owner fails to rebreed Mare during the acceptable return breeding periods as defined in this section. (within the current or the following breeding season)
2. Mare Owner fails to provide Rhinopneumonitis vaccinations certificate.
3. Mare is bred by another stallion without written consent by the FC Stallion Station.
4. Mare is substituted with another mare without written consent by the FC Stallion Station.
5. Mare fails to conceive, aborts or dies and Mare Owner fails to notify Stallion Station as defined in this section.
6. Foal dies due to lack of supervision or proper facilities during birthing process.
7. Foal dies due to any negligent act of the Mare Owner.

If Mare does not become pregnant within two breeding seasons, Mare Owner no longer has the right to rebreed Mare to this stallion and forfeits all fees paid to the Stallion Station.

The Live Foal Guarantee in this contract is non-transferable and non-assignable and should the Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee shall be void.

Mare owner shall not be entitled to a refund of fees paid except if the stallion should die or become unfit for service prior to serving the mare in the present breeding season. Once the mare has been serviced, there will be no refunds of any kind. Should the stallion die after the mare has been serviced, the live foal guarantee becomes void.

7) The FC Stallion Station cannot be held responsible in any way for any illness or injury to a mare or to any other horse due to breeding to stallions of this company, nor for a mare's failure to conceive. It is understood that the breeding farm, its employees, veterinarians, and guests shall not be liable for any injury, escape, disability, or death of any horse on its premises. The mare owner, whose horse(s) are under the care of the breeder, will not be liable or responsible for any damage, injury or death to the breeding farm employees, veterinarians, or other animals in the care of the breeder, whether or not caused by his horse. Under Michigan law an equine professional is not liable for an injury or the death of a participant in equine activities resulting from the inherent risks of equine activities.

8) Mare owner should have their mare checked for pregnancy at approximately 15 days after ovulation. This allows for time to handle any issues around possible twin embryos as well as give the mare owner and the FC Stallion Station time to prepare for the next breeding cycle if the mare did not settle.

9) Birth announcements for 2019 foals are to be recorded on line via the KFPS website using your KFPS log in and Password.

10) The laws of the State of Michigan govern this contract. All accounts are payable in U.S. dollars.

11) Mare owner acknowledges full agreement with this breeding contract by signing and returning this contract to the FC Stallion Station. Mailed, faxed and emailed signed copies are all acceptable and binding.

Please fill out all mare and owner information and return this contract to the FC Stallion Station. Be sure to make a copy for your records.

Friesian Connection Stallion Station Inc.
2018 Mare Reproductive Services and Boarding Price List

Item	Description	Cost (USD)
Shipped Semen (within the USA)	Semen collection, evaluation and packaging for shipment. Price quoted is PER SHIPMENT/PER MARE shipped to. A single collection which is processed for multiple mares will be billed at the stated rate for each mare. Stallions are collected Monday – Friday (except holidays and the day before a holiday) in the late afternoon or early evening with delivery the following day. No same day shipments. Semen typically arrives within 16 hours of collection depending on delivery location. All shipments shipped via FedEx Priority Overnight shipping.	\$290 weekday delivery \$315 Saturday delivery (Includes FedEx shipping fees)
Shipped Semen (Canada)	Same as above plus fulfilling all CFIA regulations to ship semen into Canada. Stallion Station must have a copy of mare owner’s import permit on file. Requests for semen must be made by 8:00 A.M. ET the day before delivery date. Semen cannot be shipped into Canada without a seal from the USDA Federal Veterinary.	\$470 weekday delivery \$495 Saturday delivery (includes USDA fees to meet CFIA regulation and FedEx shipping fees)
Mare Care - Pasture	24 hour pasture board. Add an additional \$3/day for mare that arrives in poor condition.	\$12/day - dry mare \$14/day – wet mare
Mare Care - stabled	Full care board with box stall, daily turnout (day or night as requested by mare owner) and regular grooming including mane braiding. Supplemental feeds to be provided by the mare owner. Price of wet mare includes individual attention to the foal daily. Add an additional \$3/day for mare that arrives in poor condition.	\$17/day – dry mare \$20/day – wet mare
Mare Cycle Management	This fee will cover management as well as ultrasounds, semen collections and inseminations in a single normal cycle and will include ultrasound check for pregnancy. The fee does not include administration of hormones/drugs commonly used in reproductive management, nor does it cover any reproductive procedures beyond the above mentioned. Any additional veterinary services will be billed separately at cost. Should the mare require management/breeding beyond the first cycle, subsequent cycles will be billed at the quoted discounted rate. Foal heat mares will not be bred unless foal is at least 10 days old. Frozen semen use is limited to mares age 4-12 years of age that have had at least one successful pregnancy and have no obvious reproductive problems.	Fresh or cooled semen: \$315 – first cycle, \$265 – subsequent cycle(s) Frozen semen \$415 – first cycle \$365 –subsequent cycles(s)
Veterinary services, farrier, deworming	As needed It is recommended you have your horse up to date for farrier and deworming prior to arrival. Farrier services done on our farm can run from \$60-\$75 for trims & about \$200 for shoes	At cost
Exercise	One hour sessions in our European style Equine Exerciser. This optional program allows the mare owner to choose the number of sessions per week.	\$10/session
Training	Limited dressage training available	Private treaty
Keuring Preparation	Physical conditioning program in preparation to be shown at the keuring – limited spaces available	\$150/week + board
Equine Spa	Full body bath, clipping and polish.	\$50/session
Stud fees		As stated in each stallion’s 2018 breeding contract

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This contract applies to breeding the following mare:

Mare _____ Reg. # _____

Name of Mare owner: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell phone: _____ Email: _____

Home phone: _____ Work: _____ Fax: _____

Ship semen to Name: _____

Shipping Address: _____

City: _____ State: _____ Zip Code: _____

Shipping Phone #: _____ Shipping Email: _____

Please check if FedEx delivery is available to the above address.

“Initial Deposit.” A non-refundable fee of \$500 to confirm Purchaser’s reservation of the Stallion for the Term is payable by Purchaser to the Stallion Station immediately upon the signing of this Agreement. The Initial Deposit shall be applied against and reduce the Stallion Service Fee. Purchaser must provide Stallion Station with a credit card number which Purchaser hereby authorizes Stallion Station to bill directly for all fees incurred in connection with this Agreement.* The Stallion Station reserves the right to refuse to perform any service under this Agreement except upon its receipt of authorization of applicable charges to the following account with respect to which Purchaser is an authorized user: *Purchaser agrees not to contest any charge made pursuant to this Agreement on the basis that the Mare failed to produce a live foal or otherwise become pregnant. **If Purchaser does not wish to have a credit card on file with the Stallion Station to bill shipping and handling expenses to, then, in addition to the \$1000 breeding fee, an “Additional Service Fee Deposit” of \$1000.00 paid by check or money order which Stallion Station shall hold on Purchaser’s account and from which Stallion Station shall be permitted to deduct directly all Additional Service Fees as incurred.** The Stallion Station shall refund to Purchaser any unused balance of the Additional Service Fee Deposit within forty-five (45) days of the expiration or termination of this Agreement.

Credit Card Number: _____

(Visa, Master Card and Discover card only – NO American Express and No Debit cards)

Expiration Date: _____ Security code _____

Name on Card (please print): _____

Address where CC bill mailed: _____

City _____ State _____ Zip Code _____

Card Holder’s signature: _____

By signing below, I acknowledge that I have read and agree in full to the terms and conditions set forth in the 2018 Breeding Contract for Tonjes 459.

Signature of mare owner: _____ Date: _____

Please include a copy of your mare’s registration paper