

EQUINE MEDICAL CENTER OF OCALA
STALLION SERVICES
LLFG - FROZEN SEMEN AGREEMENT

This contract is made by and between Equine Medical Center of Ocala (hereafter EMCO) and _____ (Purchaser) for breeding of the Mare _____ to the Stallion _____ for the 2009 Breeding Season.

1. Purchaser would like the following service: \$ _____ Limited Live Foal Guarantee (LLFG)

2. Mare Information: Registered Name of Mare _____

SIRE	Sire _____	Breed _____
	Dam _____	Registry _____
	Sire _____	Reg. No _____
DAM	Dam _____	Color _____
		Age/DOB _____
		Height _____

Breeding History (last 3 years, cover date, results [live, dead, barren, aborted]) _____

3. Fees. Purchaser agrees to pay the following fees:

- a. All Stud Fees must be paid in full before any semen will be shipped. Payment must be made to the Stud's Agent, the Equine Medical Center of Ocala.
- b. A further sum of \$1000 will be required for each foal (after the first) that is born as the result of any Embryo Transfer performed on the Mare after insemination with an insemination dose.
- c. A refundable deposit of \$900 (check or credit card hold) is required to cover the shipping container.
- d. All shipping fees from the EMCO to your veterinarian, including required insurance of at least \$900 to cover the container. It is recommended that additional coverage be purchased to cover any semen loss or damage that may occur. Under no circumstances will EMCO or the Stallion Owner be responsible for semen damaged in transit or while it is in your veterinarian's possession. In the event that semen is lost or damaged, you will have lost that dose of semen.
- e. A Handling Fee of \$140.00 to the Equine Medical Center of Ocala, which covers container rental for 10 days, liquid nitrogen, consultations between yourself, your veterinarian, and EMCO.

ALL FEES AND COSTS MUST BE MADE BEFORE ANY SEMEN WILL BE SHIPPED.

4. Owner Information:

Name: _____

Address: _____

Telephone: Day _____ Eve _____ Cell _____

Email: _____

5. Veterinarian Information: All inseminations must be performed by a veterinarian who is licensed in the State in which the work is being performed.

Name of Veterinarian: _____

Address: _____

Telephone: _____

Will your veterinarian be transferring the semen into a storage tank at his facility? Or will you be using the shipping container to store the semen until used? _____

6. Warranty. Neither any Stallion Owner or Farm, nor their agent, the Equine Medical Center of Ocala, are responsible for lost, delayed, or damaged semen and make no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's.

7. Governing Law. This contract is governed in all respects by the law of England and the Purchaser hereby submits to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract and agree to all stipulations in Schedules A and B (attached) as of the date shown below.

PURCHASER

Print Name: _____

Signature: _____

Date: _____

STALLION OWNER/AGENT

Print Name: _____

Signature: _____

Date: _____

Shipping Details/Payment Information

Veterinarian Name: _____

Veterinarian Address: _____

Veterinarian Phone Number: _____

FedEx Delivery Address (if different from Vet Address): _____

FedEx Account Number: _____

If you do not have a FedEx Account, then you are required to provide a credit card to which the shipping charges will be billed.

Credit Card: _____ Visa (Billing Zip Code: _____) _____ Mastercard _____ 3-digit security code

Name on Credit Card: _____

Card Number: _____ Expiration Date: _____

Signature: _____ Date: _____

Please note that all shipments will be insured with FedEx for \$900 to cover the replacement cost of the shipper.

How much additional insurance (after the required \$900) do you want to cover the value of the semen in the Fed Ex shipment? _____

When do you want the semen shipped (please allow at least 36–48 hours)? _____ If you state that you want the semen ASAP, we will ship it as soon as we have a vapor shipper available.

Semen Payment Details

Container Rental/Handling Fee: \$ 140

Cost of Semen Purchased: + \$ _____

\$ _____ (total due either by check or credit card, not counting shipping)

Deposit for Shipping Container: \$900 (either check or credit card authorization - refundable)

Your payment(s) can be by check, credit card, or any combination thereof. Our new credit card machine accepts all cards, but does require the 3-digit security code. Please make all checks payable to the Equine Medical Center of Ocala. Please note that if you do not specify otherwise, the \$900 security deposit will be placed on the card provided here (separate authorization to “hold” that amount on the credit card).

Credit Card: _____ Visa (Billing Zip Code: _____) _____ Mastercard _____ AmEx _____ Discover
_____ 3-digit security code

Name on Credit Card: _____

Card Number: _____ Expiration Date: _____

Signature: _____ Date: _____

SCHEDULE A

The Service. You will receive up to three doses of semen for you initial stud fee. A dose is defined as the amount of semen required (by microscopic analysis at the time of collection) to get a mare in foal. In the event that the Mare is certified not in foal after three breedings, additional semen will be provided at a cost of \$250 per dose. Before additional doses are provided, EMCO must receive a new negative endometrial culture and cytology certificate (within 30 days). In some cases, EMCO may also require further diagnostic procedures (e.g., uterine biopsy). A MAXIMUM of five (5) doses will be supplied.

Ownership, Storage, and Use of Insemination Doses. At all times prior to insemination, the insemination doses shall remain the property of the Stallion Owner. At all times after delivery and prior to insemination, the insemination doses must be stored under the supervision of the Veterinarian. All inseminations must be carried out by the Veterinarian, and may only be used to inseminate the Mare specified in this contract. The Purchaser is responsible for and will indemnify the Stallion Owner and EMCO against all costs (including any costs of the Veterinarian) associated with the storage and use of the insemination doses. One insemination dose will be shipped per cycle; the Purchaser cannot receive all three doses in one shipment.

Pregnancy Diagnosis. We recommend that all mares be examined by a veterinarian between 14 and 16 days after ovulation to determine pregnancy and spot possible twinning. Mares should then be checked again at 28-30 days to confirm a heartbeat. A final check should be made again at or before 60 days after ovulation to confirm the pregnancy.

The Contract. The Mare shall have the right of return of service to the Stallion only under the following circumstances:

1. If the Mare does not settle during the Present Breeding Season, she is eligible for return of service to the Stallion if the Purchaser submits a veterinarian's certificate to that effect. The Purchaser recognizes EMCO's right to require evidence of a recent negative endometrial culture and cytology prior to the Mare's return of service. If the mare does not become pregnant after insemination with the maximum number of doses under the terms of this contract, then a new stud fee would have to be paid and a new breeding contract issued.
2. If the Mare is examined in foal but aborts or reabsorbs the pregnancy during gestation, she is eligible for return if EMCO receives a veterinary certificate of barrenness within five (5) days of the date of examination.
3. If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, a veterinary certificate must be provided to EMCO within five (5) days from the date of death.

In **ALL** cases, the required veterinary certificate will confirm that the Mare had been immunized for equine rhinopneumonitis (equine herpes type 1) during pregnancy and the date of such vaccinations. Where appropriate, the certificate shall also confirm that the Mare was properly cared for during gestation and was attended at foaling. The timely receipt by EMCO of the required veterinary certificates is a condition precedent to any right of return.

If the Mare becomes unfit for breeding or becomes deceased, another mare may be substituted. The change must be requested in writing, along with a veterinary certificate indicating subfertility/infertility or death of the mare. All details must be provided about the substitute mare (registry, sire/dam, etc.).

Refunds. The stud fee will be returned only in the event that the stallion becomes unavailable (either through death or infertility) before ANY insemination doses have been shipped to the Purchaser. Stud fees will not be returned if the mare fails to become pregnant.

Embryo Transfers. Prior to carrying out an Embryo Transfer on the Mare, the Purchaser must first inform EMCO of this intention in writing, specifying the estimated date(s) of the Embryo Transfer and providing the identity, ownership, and location of the surrogate mare. After the Embryo Transfer(s) have been performed, please notify EMCO as to the results of the transfer(s).

Foal Registration. Foals by most of our stallions are eligible for registration in a WBFSH-member registry. Please contact Christine Miller at EMCO for more details. Covering certificates will be provided for all SHB(GB) stallions.

Stallion Agent Information. All questions and payments should be directed to the Stallion Agent at the following location.

Equine Medical Center of Ocala, PL
7107 West Highway 326
Ocala, FL 34482

Contact Name: Christine Miller
Cell: (352) 266-4669
Fax: (352) 629-1279
emcostallionservices@yahoo.com
www.emcostallionservices.com

SCHEDULE B

Shipping Instructions - Frozen Semen

You are responsible for all charges associated with the shipment of frozen semen, including all related containers deposits, handling fees, and shipping charges. Semen will not be shipped without full payment of the stud fee, a container deposit (either check or credit card), and a credit card or FedEx account to which the shipping and handling fees can be charged.

Frozen semen will only be shipped via FedEx Priority Overnight. Semen can be shipped out Monday through Thursday. Friday shipments will only be possible if you live in an area where FedEx offers Saturday delivery service. Please call to get your tracking number.

Please order your frozen semen at least one week before your mare will need to be bred. If you need it sent ASAP, please do not rely upon email to get the message through — although email is checked frequently, there is no guarantee that we will see an email at 11AM asking for a semen shipment by 3PM that day! It is fine to email a request, but please do so a few days before you need the semen; otherwise, call to order the semen. No semen will be shipped without a completed contract and full payment. Before ordering the semen, check with your veterinarian to make sure the veterinarian has a storage container available to store your semen. If your veterinarian doesn't have storage available for frozen semen, please let us know and we can ship the semen to you after the mare has started to come into heat, thereby enabling you to hold the semen in the container for a day or two until the mare ovulates.

To return the container, put an address label on the outside of the container and ship it back to the Equine Medical Center of Ocala via FedEx two-day service. Insure the container for \$750; this will protect you in the event the container is damaged en route. If you do not return the shipping container within 10 days, an additional fee of \$10 per day will be charged. If the container has not been returned within 20 days, the container deposit will be forfeited.

It is your responsibility to insure the semen in transit to provide protection in the event of the loss or damage to the semen in transit. Under no circumstances will EMCO or the stallion owner be responsible for semen damaged in transit or while it is in your veterinarians possession. If the semen is damaged while in transit or under the care of your veterinarian, you will have lost one dose of semen and may have to pay additional money to replace that dose (e.g., if that was your third dose of semen, you may have to pay an additional \$250 to obtain another dose of semen; if that was the last dose available to you under the agreement, you may have to complete a new contract and pay another stud fee).

Handling Instructions - Frozen Semen

Please make certain that your veterinarian is comfortable using frozen semen. Any questions or concerns regarding breeding your mare with frozen semen should be directed to Dr. Corey Miller at EMCO. We strongly encourage you to board your mare at a veterinary hospital for breeding. This will allow the veterinarian to check your mare several times a day, ensuring that the mare is bred as close to ovulation as possible. Insemination within the 6 hours prior to ovulation and up to 6 hours after ovulation has been shown to provide the best results. We strongly recommend a uterine lavage with multiple doses of oxytocin post-breeding, as we believe this will provide the greatest chance of success.

Before breeding your mare, EMCO recommends that an intrauterine culture be performed to check for uterine infection. After breeding, have your veterinarian check your mare for pregnancy 14-16 days after ovulation. Please let us know if the mare is bred and report any potential problems (e.g., twins). If not, let us know when you anticipate needing your next dose of semen.