

**HOMESICK ANGELS, LLC
TRANSPORTED FRESH COOLED SEMEN BREEDING
AGREEMENT**

THIS AGREEMENT ("Agreement"), entered into this ___ day of _____, 20___, is made by and between Homesick Angels, LLC, ("Farm"), whose mailing address is P.O. Box 1646, Sultan, Washington 98294, and _____ ("Mare Owner"), residing at _____.

PURPOSE

- A. Farm owns the stallion described herein, and charges a fee for breeding mares to such stallion.
- B. Mare Owner desires to breed the mare described herein to Farm's stallion on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of terms and conditions set forth in this Agreement, the parties agree as follows:

TERMS

I. STALLION: Farm hereby warrants that Farm is the lawful owner of the following stallion ("Stallion"):

Registered Name:	Manu Forti's Touch Down RID
Breed:	Irish Draught
Registration:	IDHSNA # MP 04 01203; IDSH Canada #1M 040108
Color:	Grey
Date of Birth:	May 13, 2004
Height:	16:1-1/2 hands (measured at inspection and approval at age 3) 16:3-1/2 hands at age six
Bone:	10" (measured at inspection and approval), 10-3/4 at age six years

II. MARE: Mare Owner hereby warrants that Mare Owner is the lawful owner, lessee, or the authorized agent for the mare's owner or lessee, of the following mare ("Mare"):

Registered Name:	_____
Breed:	_____
Registration:	_____
Color:	_____
Birth Year:	_____
Height:	_____
Dam's Name & Reg.:	_____
Sire's Name & Reg.:	_____

A copy of (a) Mare Owner's lease for Mare (if applicable), and (b) Mare's registration papers are provided with this Agreement.

III. BREEDING SEASON AND BOOKING: As consideration for payment of the Breeding Fee and any and all additional fees, charges, and expenses set forth below, Farm shall provide to Mare Owner one shipment of Stallion's fresh cooled semen sufficient for two artificial inseminations of Mare (the "Initial Breeding") during the 2011 breeding season. Stallion stands at stud during the breeding season, which begins on February 15th and ends August 31st, unless otherwise specified in this Agreement.

IV. FEES: The Stallion's total breeding fee ("Breeding Fee") shall be \$1,500.00, due and payable in US funds via cash or negotiable check as follows:

(a) A booking fee (“Booking Fee”) of \$250.00 shall be due and payable upon execution of this Agreement by Mare Owner. The Booking Fee shall be non-refundable.

(b) A stud fee (“Stud Fee”) of \$1,250.00 shall be due and payable in full prior to Farm’s first collection and shipment of Stallion’s semen. The Stud Fee shall be non-refundable except as set forth in Section IX herein. Farm may, in its sole discretion, extend to Mare Owner a discount for multiple mares or return bookings. The Initial Breeding is included in the Stud Fee; any and all subsequent Breedings will be assessed an additional charge of \$75 per Breeding, payable to Stallion owner, to cover costs of transport and board to achieve the additional collection(s).

In addition to and separate from the Breeding Fee, Mare Owner shall pay directly to the stallion manager (“Manager”), Dr. Bo Weeks, DVM, of Rocky Bay Equine, **or any other applicable stallion manager**, the following non-refundable fees, charges, and expenses:

(a) Any applicable collection fees (“Collection Fees”), due and payable prior to **each** collection and shipment of Stallion’s semen;

(b) Any applicable shipping container charge (“Container Charge”), due and payable prior to **each** collection and shipment of Stallion’s semen.

(c) Any applicable late fee (“Late Fee”), due and payable prior to **each** collection and shipment of Stallion’s semen if less than thirty-six (36) hours notice prior to semen collection and shipping is provided to Manager; and

(d) All applicable shipping charges (“Shipping Charges”) shall be due and payable prior to **each** collection and shipment of Stallion’s semen.

Manager’s fees are set forth in Exhibit “A”, attached hereto and incorporated by reference. Mare Owner is solely responsible for making payment arrangements with Manager for any Collection Fees, Container Charge, Late Fee, and Shipping Charges that may apply.

V. SEMEN COLLECTION AND SHIPMENT: Farm highly recommends that Mare Owner send Mare to an equine veterinary clinic or breeding farm prior to or during Mare’s heat cycle, so that her veterinarian or breeding manager can coordinate optimum collection and shipping times with Farm’s Stallion Manager. A minimum of thirty-six (36) hours notice prior to semen collection and shipping is required; *however*, Mare Owner acknowledges that it may be forty-eight (48) hours or more before Mare Owner actually receives Stallion’s semen and Mare can be inseminated. If less than thirty-six (36) hours advance notice is given, then (a) Mare Owner shall pay any applicable Late Fee, and (b) Mare Owner’s request for collection and shipment will be accommodated if reasonably possible, but at the sole discretion of Farm. In any event, all orders for Stallion’s semen are filled in the order in which they are received, subject to availability of Stallion’s semen and the discretion of Farm and/or its agent, Manager. Farm and/or its agent, Manager, shall determine the priority in which orders for Stallion’s semen will be filled based upon information provided by the veterinarians for the applicable mares.

Stallion’s semen shall be shipped only to Mare Owner’s licensed equine reproduction veterinarian as designated herein by Mare Owner:

Veterinarian’s Name _____
Clinic Name _____
Street Address _____
Shipping Address _____
City/State/ZIP Code _____
Veterinarian’s Phone (Day) _____
Veterinarian’s Phone (Night) _____

All inseminations must be performed by a licensed equine reproduction veterinarian or duly qualified veterinary technician experienced in equine artificial insemination.

Mare Owner is solely responsible for having his/her/its licensed equine veterinarian complete and sign the attached Certificate of Insemination and Pregnancy Examination (Page 7 of TRANSPORTED SEMEN BREEDING AGREEMENT).

VI. MARE'S VETERINARY EXAMINATION AND CARE AFTER INSEMINATION: Farm recommends that Mare Owner have a licensed equine veterinarian examine the Mare according to the following schedule:

- (a) Between 17 and 20 days following the last date of insemination, by ultrasound, to confirm Mare is in foal;
- (b) Between 26 and 28 days following the last date of insemination, by ultrasound, to help rule out twinning if Mare was confirmed in foal during the prior examination; and
- (c) Between 45 and 60 days following the last date of insemination, by palpation or ultrasound, if Mare was confirmed in foal during the prior examination.

In the event Mare does not conceive or fails to produce a live foal for any reason, Farm reserves the right to require proof of such examinations and the results thereof. Farm also reserves the right to require Mare Owner to provide proof of (a) a negative intrauterine culture taken within sixty (60) days of insemination, and/or (b) a uterine biopsy report.

Farm further reserves the right to render any applicable rebreeding rights (as described in Section VII below) null and void if proof of such examinations and the results thereof is not provided to Farm within ten (10) days of request.

Mare Owner shall keep Mare in good physical condition throughout her pregnancy, including vaccination against Rhinopneumonitis during the 5th, 7th, and 9th months of pregnancy. Mare owner shall also provide or perform other vaccinations, deworming, and Caslick's procedures during the course of Mare's pregnancy as recommended by Mare Owner's licensed equine veterinarian.

VII. REBREEDING RIGHTS: For purposes of this Agreement, a live foal is a foal that stands and nurses without assistance for at least twenty-four (24) hours following birth. If Mare fails to produce a live foal for any reason (i.e., fetal absorption, abortion, stillborn, death within the first twenty-four (24) hours after foal's birth) as a result of the Initial Breeding, Mare Owner has the right to rebreed Mare to Stallion until the close of the following breeding season without payment of an additional Stud Fee. *Mare Owner shall pay any applicable Collection Fees, Container Charge, Late Fees, and Shipping Charges for each collection and shipment to rebreed Mare or an approved substitute mare.*

However, to preserve such right, Mare Owner must provide Farm with a written report from a licensed equine veterinarian documenting the loss of the foal within thirty (30) days of such loss. Such report must include the following information:

- (a) Confirmation that Mare was properly vaccinated against Rhinopneumonitis, as specified in Section VI above;
- (b) Confirmation that, in the licensed equine veterinarian's opinion, Mare was maintained in reasonably good health through the date of such loss, including receiving the vaccinations and deworming specified in Section VI above; and
- (c) Confirmation that, in the licensed equine veterinarian's opinion, the foal's loss was not due to negligence, or lack of reasonable monitoring, care or management of Mare around the time of foaling or post-parturition.

Mare Owner is solely responsible for insuring that such report is provided to Farm. *Mare Owner's failure to provide timely notice to Farm shall void Mare Owner's right to rebreed Mare without payment of an additional Stud Fee.*

If Mare or an approved substitute mare fails to produce a live foal after the close of the following breeding season, Farm shall have no further liability hereunder.

VIII. SUBSTITUTE MARE: If Mare fails to deliver a live foal for any reason as a result of the Initial Breeding as described above, or dies or becomes incapacitated, Mare Owner may seek approval of the use

of a substitute mare, instead of rebreeding Mare, for breeding to Stallion until the close of the following calendar year's breeding season. Farm reserves the right to deny approval of the use of such substitute mare for rebreeding to Stallion for any reason; *however*, Farm's approval shall not be unreasonably withheld. If the approved substitute mare fails to produce a live foal after the close of the following calendar year's breeding season, Farm shall have no further liability hereunder.

IX. FITNESS FOR BREEDING: If Mare Owner has paid all applicable fees, charges, and expenses due under this Agreement and Stallion or Mare dies or becomes unfit for or incapable of breeding, the following shall apply:

(a) Sale, Death or Incapacity of Stallion Before Mare is Bred: Farm shall have the option of:

(i) Shipping frozen semen, **if available**, from Stallion to Mare Owner, and this Agreement shall otherwise remain in full force and effect; *or*

(ii) Refunding the Stud Fee to Mare Owner, and this Agreement shall terminate and become null and void, including any applicable rebreeding rights of Mare Owner. *However, Mare Owner shall remain liable for all other applicable fees, charges, and expenses incurred up to the date of sale, death or incapacity.*

(b) Sale, Death or Incapacity of Stallion After Mare is Bred and Mare Owner Has Rebreeding Rights as Described in Section VII herein: Upon prior written notice to Mare Owner, Farm shall have the option of:

(i) Shipping frozen semen, **if available**, from Stallion to Mare Owner, and this Agreement shall otherwise remain in full force and effect; *or*

(ii) Refunding the Stud Fee to Mare Owner, and this Agreement shall terminate and become null and void, including any applicable rebreeding rights of Mare Owner. *However, Mare Owner shall remain liable for all other applicable fees, charges, and expenses incurred up to the date of sale, death or incapacity.*

(c) Death or Incapacity of Mare Prior to Giving Birth to a Live Foal and Mare Owner Does Not Have the Right to Exercise Rebreeding Rights as Described in Section VII herein: Farm shall have the option of:

(i) Retaining the Stud Fee; *and*

(ii) Allowing Mare Owner to substitute another mare to breed to Stallion within the calendar year's breeding season of this Agreement or the calendar year's breeding season immediately thereafter, *provided* that Farm has given prior approval as set forth in Section VIII herein and all remaining terms and conditions of this Agreement have been satisfied. *Mare Owner shall remain liable for all other applicable fees, charges, and expenses incurred.*

X. BREEDING CERTIFICATE: Stallion is dual-registered with the Irish Draught Horse Society of North America ("IDHSNA") and the Irish Draught Horse Society of Canada ("IDHS Can"). Farm shall issue a breeding certificate to Mare Owner for IDHSNA and/or IDHS Can, according to Mare Owner's preference, after all applicable fees, charges, and expenses have been paid and upon notification that Mare, or an approved substitute as described herein, has produced a live foal. **NO BREEDING CERTIFICATE WILL BE ISSUED UNTIL ALL FEES, CHARGES, AND EXPENSES HAVE BEEN PAID IN FULL.**

XI. WARRANTIES: FARM EXPRESSLY WARRANTS THAT THE SEMEN DELIVERED TO MARE OWNER PURSUANT TO THIS AGREEMENT IS STALLION'S SEMEN, AND THAT SUCH SEMEN IS VIABLE AT THE TIME OF COLLECTION, PACKAGING, AND SHIPMENT TO MARE OWNER. FARM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING STALLION OR STALLION'S SEMEN UNLESS EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

XII. ASSUMPTION OF RISK AND WAIVER OF LIABILITY: MARE OWNER UNDERSTANDS THAT BREEDING MARE TO STALLION PRESENTS HEALTH RISKS TO MARE, AND MAY RESULT IN ILLNESS, DISEASE, INJURY TO, OR THE LOSS OR DEATH OF MARE. MARE OWNER HEREBY WARRANTS THAT HE/SHE/IT HAS CONSULTED WITH HIS/HER/ITS OWN LICENSED EQUINE VETERINARIAN REGARDING THE POTENTIAL RISKS ASSOCIATED WITH BREEDING MARE. **MARE OWNER FURTHER UNDERSTANDS THAT AS A CONDITION OF SHIPMENT OF SEMEN TO MARE OWNER, MARE OWNER VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUMES ANY AND ALL RISKS THAT MAY RESULT FROM BREEDING MARE TO STALLION, INCLUDING BUT NOT LIMITED TO INJURY, ILLNESS, DISEASE, LOSS, OR DEATH.**

MARE OWNER ACKNOWLEDGES THAT STALLION'S SEMEN IS SHIPPED TO MARE OWNER VIA COMMON CARRIER. **MARE OWNER UNDERSTANDS AND AGREES THAT ALL RISK OF LOSS OF THE SHIPPING CONTAINER AND ITS CONTENTS SHALL PASS TO MARE OWNER UPON DELIVERY OF THE SHIPPING CONTAINER AND ITS CONTENTS TO THE COMMON CARRIER.** NOTWITHSTANDING THE FOREGOING, MARE OWNER ASSUMES ALL RISK OF LOSS OF MARE OWNER'S EQUITAINER, IF APPLICABLE.

MARE OWNER AGREES THAT BY SIGNING THIS AGREEMENT, MARE OWNER KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVES HIS/HER/ITS RIGHT, AND THAT OF HIS/HER/ITS REPRESENTATIVE, TO BRING OR MAINTAIN ANY ACTION AGAINST OR RECOVER FROM FARM AND ITS OWNERS, EMPLOYEES, AND AGENTS FOR ANY INJURY TO, ILLNESS OR DISEASE SUFFERED BY, OR THE DEATH OF MARE. THIS AGREEMENT OF RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE.

XIII. INDEMNIFICATION AND ATTORNEYS' FEES: *Mare Owner agrees to indemnify, defend, and hold harmless Farm and its owners, employees, agents, and representatives, or any of them, for any and all loss, illness, or death of, or harm, damage, or injury to Mare.* In the event litigation is commenced to enforce or determine the parties' rights or duties arising out of the terms of this Agreement, the prevailing party shall recover from the losing party reasonable attorney's fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

XIV. ASSIGNMENT: This Agreement is non-assignable and non-transferable.

XV. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any legal action to enforce the terms of this Agreement shall be brought in the Circuit Court of Snohomish County, Washington.

XVI. BINDING EFFECT: Mare Owner and Farm agree that execution of this Agreement is binding upon each party and their respective representatives and heirs.

XVII. DEFAULT: Upon material breach of this Agreement by a party, the non-breaching party may terminate this Agreement without further notice.

XVIII. SEVERABILITY: In the event a court of appropriate jurisdiction deems any provision of this Agreement to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

XIX. ENTIRE AGREEMENT: This Agreement constitutes the complete and entire agreement between the parties. Any modifications or additions to this Agreement must be in writing and signed by all parties to this Agreement. No oral modifications or additions shall be considered as part of this Agreement unless reduced to writing and signed by all parties to this Agreement.

**FARM:
HOMESICK ANGELS, LLC**

By: _____ Date: _____

Kate Triplett

Its: Manager

MARE OWNER:

Signature: _____ Date: _____

Name: _____

Physical Address: _____

Mailing Address: _____

Phone Numbers: (W) _____

(H) _____

(C) _____

Fax Number: _____

**CERTIFICATE OF INSEMINATION
AND
PREGNANCY EXAMINATION**

I hereby certify that I inseminated the mare, _____ ,
with
fresh/frozen semen from the stallion, _____ ,
on the following date(s):

Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____

Veterinarian

Date

I further certify that I examined the mare, _____ , to assess
the mare's pregnancy status on the following date(s):

Date: _____ In Foal/Not in Foal
Date: _____ In Foal/Not in Foal
Date: _____ In Foal/Not in Foal
Date: _____ In Foal/Not in Foal
Date: _____ In Foal/Not in Foal
Date: _____ In Foal/Not in Foal

Veterinarian

Date