

Othello FPZV Stallion Breeding Contract 2017

Friesians of Majesty Breeders, LLC

185 Maggie Ladd Road, Townshend, VT 05353

Owner: Robert Labrie **Phone:** 802-365-7526 **Fax:** 802-365-7191

Email: robertlabrie@friesiansofmajesty.com

This is the agreement and contract for breeding to the Approved FPZV Friesian Stallion Othello de Berthonval, owned by Friesians of Majesty Breeders, LLC. This agreement is valid for only the 2017 breeding season. The Mare Owner and Friesians of Majesty Breeders, LLC agree to the following statements:

Friesians of Majesty Breeders, LLC stands the Friesian stallion known as Othello, owned by Robert Labrie, and will breed with contracted mares.

It is understood that shipped semen is to be used only for the mare(s) specified in the contract, unless prior approval is granted by Friesians of Majesty Breeders, LLC.

It is preferred by Friesians of Majesty Breeders, LLC that the Mare Owner orders the semen the day before insemination of the mare to allow for timely collection, preparation and shipping of the semen. However early morning orders for the same day will be allowed. Friesians of Majesty will do everything we can to work with the client including consulting with the client's veterinarian. Robert Labrie is a certified breeding technician and an expert on the Friesian breed.

Requests for semen are to be made to Robert Labrie. A message may be left on the telephone, as well as by email or fax. Confirmation of the order of semen will be given. Calls between 11:00 PM and 6:00 AM EST are not preferred. We are open seven days a week. Please be aware that we will be away on occasion for shows and other events.

Friesians of Majesty Breeders, LLC would appreciate reasonable notice of desired collection and shipment dates. The Mare Owner shall advise Robert Labrie upon the start of the mare's cycle and repeat contact on the day of desired collection and shipment of the semen. Friesians of Majesty cannot guarantee shipment on the desired date without this information.

Preferred days for shipping semen are Monday, Wednesday and Friday, but special arrangements for alternate days may be made with appropriate notice to Friesians of Majesty Breeders, LLC. Friesians of Majesty always tries to accommodate the client whenever possible.

The Mare Owner will be responsible for all costs involved in collection. Orders cancelled after the stallion has been collected will be billed. Fees for collection and processing are set at \$250.00 per collection, shipping and courier fees are not included. We encourage counter-to-counter shipping in lieu of overnight shipping since timing is of great importance. Friesians of Majesty Breeders, LLC assumes no responsibility for loss of semen or semen viability caused by the carrier.

Breeding Fees

Stud Fee (\$750 non-refundable deposit) \$1500.00

Additional Fees Applicable: Dependent on Breeding Specifications
(not all fees may apply)

Off-site mares utilizing shipped semen, the following fees will apply per collection:

Collection Fee	\$250.00
Courier counter to counter	\$125.00
Any additional shipping fees once determined	Varies

Mares coming to the Friesians of Majesty property, the following fees will apply:

Collection Fee	\$250.00 per collection
Mare Board	\$18.00 per day
Surrogate Mare Board	\$18.00 per day
Embryo Donor Mare Board	\$18.00 per day
Foal Care	\$9.00 per day
Breeding Per Cycle	\$375.00
-Includes all ultra sound, palpation, insemination, ovulation checks, clean ups and pregnancy checks)	

Foaling and Imprinting Cost

Overnight Foal Watch	\$100.00 per night (no charge beyond 5 nights)
Foaling Out Mare	\$450.00
Imprinting the Foal	\$750.00
-Developed Technique: Three Times per Day Over Five Days	

Embryo Transfer

Booking Fee Per Mare	\$1000.00
Embryo Flush	\$850.00 per successful flush
-if flush unsuccessful, additional flushes	\$450.00
Embryo Transfer	\$1850.00 with LFG
-if transfer unsuccessful, additional transfers	\$925.00
Surrogate Mare Deposit	\$2000.00
-deposit refundable with future credit	
Any courier fees required	\$125.00
Any additional shipping fees once determined	Varies

Discounts will be considered for multiple breedings and/or long term care or training

Additional Fees dependent on Veterinary Emergencies or Farrier Costs are subject to additional charge if deemed necessary. It should be noted that the above fees are based on Robert Labrie providing said services. Robert **is not** a licensed veterinarian and holds only a certificate of completion from an Equine Breeding Management course at Ohio State University.

If any invasive procedures are required, such as uterine biopsy, surgery, etc, they will be performed and billed by a veterinarian. If the Mare Owner would prefer to have a veterinarian perform all breeding procedures such as palpation, ultrasounds, inseminations, etc, the Mare Owner may make their preference known and will be billed directly for such services by the veterinarian.

Optional services available on the farm for the guest mare will be charged to the Mare Owner. Services available include deworming, farrier services, training, dental work, and special feeds/supplements or medications in addition to regular feed.

Mare shall be of healthy and sound breeding condition. Friesians of Majesty Breeders, LLC reserves the right to refuse the breeding of a mare if she does not meet adequate health standards. A veterinarian health certificate and uterine culture is recommended on all mares. All guest mares must have a current and negative Coggins and be up to date on vaccinations for Tetanus, Encephalomyelitis (Eastern and Western), Equine Influenza, Strangles, Rhino, West Nile and Potomac Horse Fever and be dewormed prior to arrival on the farm.

If the 2017 pregnancy does not result in a live foal, the Live Foal Guarantee will apply. A "live foal" is considered to be a foal that has stood and nursed without assistance after being born. If a live foal is not obtained from the 2017 breeding, the Mare Owner can use Othello for the 2018 breeding season for the same mare. No stud fee will be charged, but collection, shipping and mare care fees (if applicable) will be billed to the Mare Owner.

The Live Foal Guarantee can be given only under the following conditions:

- All costs involving the breeding have been paid in full at time of re-breeding.
- Sufficient proof is provided that the mare has been vaccinated against diseases that can cause abortion or damage to the unborn foal with a vaccine such as
- Pneumabort (a written statement that includes vaccines and dates given).
- A written statement is provided by a licensed veterinarian documenting that the foal has been unable to stand and nurse without assistance.

Return service privilege for the Live Foal Guarantee must be used in the breeding season subsequent to the date of this contract. If mare specified in this contract does not settle, or a live foal is not obtained, or the mare dies or cannot be used for breeding in the following year after the date of this contract, another mare may be substituted, subject to Friesians of Majesty Breeders, LLC acceptance of the mare.

Mare Owner shall not be entitled to a refund of fees paid hereunder, if the stallion should die or become unfit for service prior to serving the mare in the present breeding season then Mathijs shall fulfill the contract if so desired with no additional fees.

Friesians of Majesty Breeders, LLC cannot be held liable 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/her horse. Under Vermont law, an equine professional is not liable for an injury or the death of a participant in equine activities resulting from the inherent risk of equine activities.

A Breeding Certificate will be issued to the Mare Owner after being notified that the foal was born safely and has met the criteria for "Live Foal", providing that all breeding bills have been paid in full.

Mare Owner understands that each shipment of semen will contain one dose. Priority will be given in the order the contracts are received. To ensure your place on top of the list, we encourage you to return this contract with payment in full early in the season.

Guest mares for Othello will be bred by artificial insemination only.

Mare Owner should have their mare checked for pregnancy at approximately 15 days after ovulation and insemination. This allows for time to handle any issues regarding possible twin embryos as well as give the Mare Owner and the breeder time to prepare for the next breeding cycle if the mare does not settle. It is agreed that mares bred shall be checked for pregnancy by a licensed veterinarian approximately 45 days after the last date of insemination. Failure to accurately report status of the mare in question in a prompt manner could render the Live Foal Guarantee null and void.

This contract cannot be assigned or transferred by the Mare Owner. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership.

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

Mare Owner acknowledges full agreement with the above contract by initialing each page, signing the signature page and returning the breeding contract in its entirety to Friesians of Majesty Breeders, LLC. The breeder recommends that the Mare Owner makes a copy of the contract for his/her records.

Othello FPZV Stallion 2017 Breeding Contract

This contract applies to breeding the following mares. Copy of mare registration papers need to be supplied to Friesians of Majesty for foal registering purposes.

Mare: _____ Registration #: _____
Breed: _____

Mare: _____ Registration #: _____
Breed: _____

Mare: _____ Registration #: _____
Breed: _____

Mare Owner: _____ Phone: _____

Address: _____

City/State/Zip: _____

Email : _____

[] I have read and understand the Breeding Agreement Terms and Fees

Payment Method:

Check # _____ Payable to Friesians of Majesty

Credit Card # _____

Exp: _____ Security Code: _____ Billing Address Zip: _____

Amount: \$ _____ [] Deposit [] Paid in Full

Signature of Mare Owner: _____

Friesians of Majesty Breeders, LLC: _____

Date: _____