



Tallin Farm
Danish Sports Horses

BREEDING AGREEMENT

THIS CONTRACT is made and entered into on this _____ day of _____, 20____, by and between Tallin Farm - Danish Sports Horses LLC and _____ (hereinafter referred to as "Owner") for breeding to the stallion Charmeur PH (the "Stallion") subject to the following terms and conditions:

Owner certifies that they are the legal and registered owner and have the right to enter into this contract to breed the following described mare (hereinafter "Mare"):

Name: _____

Breed _____ Color _____

Foaled (year) _____ by _____ out of _____ by _____

Registration no. _____

ADDRESS TO SHIP SEMEN:

Contact phone #: _____

Embryo Transfers are prohibited without prior written permission of Tallin Farm. If Tallin Farm approves an Embryo Transfer, Tallin Farm is due a stallion service fee (breeding fee) for each Recipient Mare that receives an Embryo Transfer.

1. **SERVICES:** This stallion service comes with a Live Foal Guarantee. Tallin Farm agrees to ship additional semen as necessary until pregnancy is confirmed by a veterinarian. All fees and deposits are payable to Tallin Farm prior to shipment of any semen. "Semen" is herewith understood to be fresh cooled transported semen, to be used for artificial insemination by a licensed veterinarian. Live Cover is not available. Frozen semen is not available at this time. The LFG guarantees a standing and nursing new born foal. If the mare does not get pregnant during the breeding season or does not give birth to a healthy standing and nursing foal Tallin Farm will supply fresh cooled semen again the following breeding season at no extra cost. No refunds available. If fresh cooled semen is not available Tallin Farm will supply frozen semen instead.

2. **FEES:** Mare Owner agrees to pay Tallin Farm the following fees:

The non-refundable Stallion Service Fee is \$750.00

Mare owner is also responsible for the following costs:

A. Semen collection: AT ACTUAL COST, per each collection. For 2018 the collection fee is \$ 350 per collection. To be paid up-front directly to the collection facility.

C. If an Equitaner container is used, it must be returned clean. If coolant cans or any part of the Equitaner is damaged or missing, Mare Owner agrees to reimburse the collecting facility for any repair or replacement, up to and including for the full unit. Semen may also be shipped in disposable containers at the discretion of the shipping facility.

B. Returning Container: After receipt and use of semen, container must be shipped back to the collecting facility within 5 days by Federal Express or UPS. There will be a late container fee of \$25.00 per day. If disposable containers with a cardboard shell are used, they do not need to be returned.

D. Shipping Fees: AT COST. To be determined individually. Responsibility of Mare Owner. Note that the return shipping of the container is also Mare Owner's responsibility. Shipping fees to be paid up-front and directly to the collection facility.

ALL FEES AND COSTS ABOVE MUST BE PAID BEFORE SEMEN WILL BE SHIPPED OR MARE IS BRED.

3. RESERVATIONS FOR SEMEN: Tallin Farm's receipt of this contract confirms the Mare's reservation to breed to the Stallion for the present breeding season. The Stallion will stand from March 01st through August 31st, 2018.

Mare Owner requests the following month for breeding:_____. Mare Owner understands that Tallin Farm will attempt to honor this request, but that the request is not binding on Tallin Farm. Mare owner agrees to contact Tallin Farm again, by phone or text message 14 to seven (7) days before the scheduled breeding date.

24 hours notice is necessary to book the appointment to collect the stallion. Final confirmation to ship semen must be received by phone or text message by 9am Eastern Time on the day of the collection = one day BEFORE the mare is to be inseminated. Collection is available Monday - Friday only. Saturday by special request only and not guaranteed.

Mare Owner understands and accepts that there may be times when the Stallion will not be at the farm because of show or competition, and therefore, he may not be available for collection on a collection day.

It is Mare Owner's responsibility to contact Tallin Farm to determine the dates on which the Stallion will be available.

Availability of semen on a given day is also a subject to such factors that are out of our control, for example but not exclusively the availability of services of the veterinary/ professional service that is scheduled to collect the stallion at the time.

Semen will be shipped FedEx or UPS overnight.

Frozen semen may be available, call us for details.

4. CONDITIONS: Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to Tallin Farm. An intrauterine culture may be required for return service. The mare must be current on all her immunizations, including Equine Rhinopneumonitis. Within 45 to 70 days after insemination, Owner at their expense, shall have a licensed veterinarian perform a pregnancy examination of Mare and promptly deliver the results thereof to Tallin Farm.

5. REFUND OF FEES: If the Stallion should die or becomes permanently unfit for service in or for the entire duration of the present and the subsequent breeding season(s) before any shipment of semen to mare in question takes place, Mare Owner will receive a refund of the Stallion Service Fee if frozen semen is unavailable as replacement for fresh cooled semen.

If the stallion is sold, the mare owner is entitled to three doses of frozen semen.

No fees will be returned once semen has been shipped one time.

Any expenses apart from the Stud Fee, incurred by Mare Owner, related to the breeding, such as Mare Owner's veterinarian expenses, stallion collecting expenses, shipping of semen etc, are also non-refundable under any circumstances, and entirely the responsibility of Mare Owner.

6. NON-ASSIGNMENT: This contract cannot be assigned or transferred by Mare Owner.

7. EXCLUSIONS OF WARRANTIES: TALLIN FARM AND MARE OWNER AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (EXCEPT THE EXPRESS WARRANTY THAT SEMEN SHIPPED PURSUANT TO THIS CONTRACT IS THE STALLION'S SEMEN) ARE EXCLUDED FROM THIS TRANSACTION.

8. REMEDIES: Mare Owner agrees that Tallin Farm shall not be liable for incidental or consequential damages resulting from any act or omission of Tallin Farm or the veterinary/professional service employed by Tallin Farm, nor shall Tallin Farm be responsible for lost, delayed, or damaged semen if the loss, delay, or damage occurred after shipment. Under no circumstances shall Tallin Farm's liability to Purchase for any reason exceed the sum or value of Mare Owner's payments to Tallin Farm under this contract.

The parties agree that mare owner shall assume all responsibility for the condition of the mare under all circumstances and shall bear risk of loss and damage whether by death, disease, injury, infection, or otherwise, and by any cause whatsoever, and therefore agrees to hold Tallin Farm or any person associated with or working for Tallin Farm harmless for any and all damages associated therewith.

9. BREED REGISTRY FEES: Mare owner will be responsible for payment for fees to breed registries.

10. GOVERNING LAW: This contract shall be governed by the laws of the state of New Jersey and shall be binding upon the parties hereto and their heirs, personal representatives, and successors.

11. MISCELLANEOUS TERMS: Mare Owner shall be liable for any and all costs incurred by Tallin Farm in the collection of any sums owed, including costs and attorneys' fees. The parties agree that any litigation between them will be conducted in a court of competent jurisdiction in Hunterdon County, New Jersey. The parties expressly agree that jurisdiction and venue for any and all disputes arising under the agreement shall be proper only in the state of New Jersey.

12. ENTIRE AGREEMENT: This contract is intended by the parties to be a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all prior negotiations and representations (oral or written) having been incorporated herein. No course of prior dealings between the parties, or their officers, employees or agents, shall be relevant or admissible to supplement, explain or vary any of the terms of this contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Tallin Farm - Danish Sports Horses LLC

Representative: _____ Dated:

Brian Bech - Hansen
139 Fairmount Road West
Califon, NJ - 07830
(908) 500 9914

Mare Owner or Lessee:

Signature: _____ Dated:

Name:

Address: _____

Phone number :

Fed Ex UPS account # _____

or Credit card # _____ Exp: / _____ CID: .

for FedEx / UPS shipment of fresh cooled semen as per outlay and collection fee of \$ 250.00 per collection.