



PSU He Rox The Nite
2018 Breeding Contract – North America

THIS AGREEMENT, made on the date last shown below by and between The Pennsylvania State University (“STALLION OWNER”) and the undersigned Owner or Lessee of the mare described below (“MARE OWNER”):

1. **BREEDING.** The MARE OWNER hereby engages one breeding service to PSU HE ROX THE NITE, AQHA #5551274, APHA #1068970 (“STALLION”) for the mare (“MARE”) listed here and further described in EXHIBIT A for the 2018 breeding season.
MARE Name: _____ Registries/Registration #: _____
2. **BREEDING FEE AND BOOKING FEE.** The Breeding Fee shall be \$ 500.00, including a non-refundable booking fee of \$300, payable with this Agreement, which reserves a breeding for the MARE in the STALLION’s book for 2018. MARE OWNER agrees to pay the balance of the Breeding Fee and any other fees due before any shipment of semen shall be made.
3. **SHIPPING TERMS AND CONDITIONS.** Breeding will be provided by Fresh Cooled Semen, which will be shipped according to the TERMS AND CONDITIONS FOR SHIPPED COOLED SEMEN set forth in EXHIBIT B which is incorporated by reference.
4. **CONDITION AND OWNERSHIP.** MARE OWNER represents and warrants that the MARE is in sound breeding condition and free from disease and infection. MARE OWNER certifies that the address of record for shipment is a facility suitable for, and with a veterinarian competent in, equine artificial insemination. If multiple shipments are requested, STALLION OWNER reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments. A copy of the MARE’s certificate of registration reflecting the ownership of the MARE by the MARE OWNER must be submitted with this Agreement together with the completed EXHIBITS. If the MARE OWNER is a lessee of the MARE, then MARE OWNER should also submit a lease agreement or other document reflecting recognition by the applicable breed registry of that lease.
5. **LIVE FOAL GUARANTEE (LFG).** The MARE OWNER is guaranteed one “Live Foal”, meaning a foal which stands, nurses, and lives for 24 hours. If the MARE proves infertile, aborts her foal, or the foal is stillborn, a return season will be provided in 2019 only, provided proper notification is given. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one month from the date of death of the fetus/foal, or in the alternative, a sworn statement from a veterinarian that the mare is no longer in foal and the date of the fetus loss is unknown. When applicable, proof that the mare had been given Rhinopneumonitis vaccinations during her fifth, seventh, and ninth months of gestation must also be provided. This Live Foal Guarantee shall be void if a) upon the failure of MARE OWNER to comply with the instructions provided in this Agreement, b) if mare is not bred for at least 3 cycles if she does not become pregnant, c) resulting embryo is flushed and frozen for later implantation in a recipient mare. Arrangements to rebreed the mare during the year that the mare was expected to foal or to use the breeding in a future breeding season must be made within six (6) months of the mare’s due date or the “Live Foal” guarantee will become null and void. If the mare is sold, this LFG shall transfer and remain with the MARE, providing the STALLION OWNER is given written notification at time of sale. A booking fee for the rebreed year may be required. Third year rebreeds are subject to an additional booking fee plus any increases in the breeding fee. There is no live foal guarantee on third year rebreeds. At the sole discretion of the farm, substitution of a different mare will be allowed for second or third year rebreeds.
6. **MULTIPLE FOALS.** The fees identified in paragraph 2 are for one foal for the 2018 breeding season from this MARE. Should more than one embryo or foal result from a breeding, MARE OWNER shall pay an additional Breeding Fee for each additional embryo or resulting foal. Such payment shall be due within 60 days of breeding if embryos are flushed from the MARE. Interest and penalties may be applied if additional Breeding Fees are not paid within these specified timeframes. No breeding certificate for any foal shall issue without such additional payment.
7. **SUBSTITUTION.** If the STALLION dies, is sold, or becomes unfit for service prior to settling the MARE, then at the sole option of STALLION OWNER, this Agreement may be fulfilled using another stallion owned by Stallion Owner (additional fees may apply according to differences in breeding fees) or may terminate this Agreement, in which case the Breeding Fee (not including the Booking Fee) shall be refunded to the MARE OWNER. No substitutions will be provided or fees will be refunded if the MARE has been bred and settled at least once. No fees will be refunded beyond the current breeding season. If the MARE dies before being settled, another mare may be substituted only upon the express written consent of the STALLION OWNER.
8. **BREEDERS CERTIFICATE.** Upon notification of birth of a live foal, and full payment of all fees and expenses, and the performance of all other obligations of MARE OWNER under this Agreement, STALLION OWNER shall issue one breeder’s certificate to the MARE OWNER.
9. **WARRANTIES. NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT NOR THE SEMEN DELIVERED UNDER THE AGREEMENT.**
10. **AGREEMENT.** This Agreement: a) may neither be assigned nor transferred in any other manner, absent the express written permission of STALLION OWNER; b) constitutes the entire agreement of the parties; c) supersedes all other agreements or understandings between the parties; d) may not be amended in any manner other than in writing executed by both parties; e) shall be interpreted in accordance with the laws of the State of Pennsylvania; and f) shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties. The failure of STALLION OWNER to require performance of any provision of this Agreement shall not affect STALLION OWNER’S right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
11. **BINDING EFFECT.** This Agreement shall become binding when: a) MARE OWNER has paid the Booking Fee to STALLION OWNER; and b) STALLION OWNER accepts and so notifies MARE OWNER.
12. **OTHER AGREED CONDITIONS.** _____

Signature of MARE OWNER (“MARE OWNER”)

Printed Name of MARE OWNER

Accepted this ___ day of _____, 20__.

By The Pennsylvania State University (“STALLION OWNER”): _____ (Agent)



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EXHIBIT A – MARE, Contact, Shipping, & Billing Information

MARE and Ownership Information

MARE Name:	_____	Registration #:	_____
MARE's Sire:	_____	Year Foaled:	_____
MARE's Dam:	_____	Color/Pattern:	_____
Registered Owner Name:	_____	If Leased, Lessee Name:	_____
Owner Association ID:	_____	Lessee Association ID:	_____
Owner/Lessee Address:	_____	<u>Agent Information (if applicable)</u>	
	_____	Agent Name:	_____
Owner Cell Phone:	_____	Agent Cell Phone:	_____
Owner Other Phone:	_____	Agent Other Phone:	_____
REQUIRED email address:	_____	Agent e-mail address:	_____
MARE Status:	<input type="checkbox"/> Maiden <input type="checkbox"/> Open for 2018 Season <input type="checkbox"/> Expecting/Delivered 2018 foal (Due date: _____)		
Embryo Transfer:	<input type="checkbox"/> NO <input type="checkbox"/> YES		
Breeding Method:	<input type="checkbox"/> Shipped Cooled Semen		

Shipping Information

Shipping Contact:	_____	Shipping Loc. Phone:	_____
Shipping Address:	_____	Shipping Location Cell:	_____
	_____	Shipping Location Fax:	_____
	_____	Closest Airport:	_____
Check All That Apply:	<input type="checkbox"/> FedEx Hold Needed* <input type="checkbox"/> No Saturday Delivery At Address* <input type="checkbox"/> Other Special Instructions**		
*Hold / Sat. Delivery Addr.:	_____		
**Other Spec. Instructions:	_____		

Payment Information (required)

Payment of Booking, Chute, and Stallion Fee By:	<input type="checkbox"/> Check or Money Order	<input type="checkbox"/> Visa	<input type="checkbox"/> Mastercard	3% fee will be added for Visa/Mastercard. We do not accept American Express or Discover Cards.
Card Billing Address:	_____	Credit Card Number:	_____	Exp. / _____
Card Billing Zip code:	_____	Name on Credit Card:	_____	
Card Security Code:	_____	Cardholder Signature:	_____	

Payment of Shipping Fees:	<input type="checkbox"/> Check or Money Order	<input type="checkbox"/> Visa	<input type="checkbox"/> Mastercard	<input type="checkbox"/> Use this card:	<input type="checkbox"/> Use Same Card As Above
Card Billing Address:	_____	Credit Card Number:	_____	Exp. / _____	
Card Billing Zip code:	_____	Name on Credit Card:	_____		
Card Security Code:	_____	Cardholder Signature:	_____		

Please make all checks payable to Penn State.

PLEASE INCLUDE A CURRENT COPY OF MARE'S REGISTRATION PAPERS.



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EXHIBIT B – Terms and Conditions for Shipping Cooled Fresh Semen

These Terms and Conditions for Shipping Cooled Fresh Semen govern the requirements and service agreements for fulfilling the Cooled Fresh Semen Breeding Contract for the STALLION to the MARE:

1. The entire Breeding Fee must be received at Penn State before semen will be shipped.
2. The farm agrees that the mare owner may pick up at the farm or the farm will send the first shipment of semen via FedEx or similar next day delivery free of charge to Mare Owner. Futurity and donated breedings are not included in this and will be billed as stated in paragraph three below.
3. All shipping charges will be the MARE OWNER's responsibility. The charge for a standard overnight delivery is \$285 and a same-day (counter-to-counter) shipment within the U.S. is \$385. Depending on the situation and where you live we may not be able to offer counter to counter service to everyone. *Late calls for semen shipments will be subject to an additional \$50 courier fee that must be paid before semen is shipped.* Extra requests that result in extra fees from FedEx (such as Priority First service) will be passed on to MARE OWNER. All shipping charges must be paid in full before semen will be shipped to the MARE.
4. Due to Canadian Customs restrictions, fresh semen shipments to Canada require extra coordination and handling. The charge for a standard overnight shipment to Canada is \$500. *It is the MARE OWNER's responsibility to ensure that FedEx will deliver overnight shipment to their location.* Same day shipments are sometimes not possible to Canada, but counter-to-counter shipments received next day, may be possible when FedEx will not guarantee overnight delivery. Counter-to-counter shipments to Canada will be charged an additional \$100 for a total cost of \$600. It is the responsibility of MARE OWNER to know when customs offices in Canadian airports are open to ensure the shipment can be picked up in a timely manner. MARE OWNER is responsible for obtaining a Canadian Shipped Semen Permit. Canadian shipping permits and procedures are documented and available upon request. Canadian shipments MUST be requested at least 24 hours in advance of collection.
5. Ordering and confirming the availability of shipped semen is the MARE OWNER's responsibility according to the following terms:
 - a. The STALLION will be collected on **BREEDING DAYS ONLY**, which are Monday, Wednesday, Friday, and Saturday beginning February 16, 2018 through June 30, 2018.
 - b. Advance notice of general shipping date is requested to guarantee the availability of semen.
 - c. **You must order by 5 PM EST the day before the collection day. Collection days are Monday, Wednesday, Friday and Saturday.** Orders will be processed in the order they are received. If you need to cancel an order it must be cancelled by 9 AM EST or the mare owner may be liable for shipping charges if we have already processed the order when you call in a cancellation. Any late calls that can result in a shipment may be subject to a \$50 late charge, which must be paid prior to shipping.
 - d. It is very rare but it should be understood that the number of semen shipments for a given breeding day may be limited. In this event, priority for shipped semen will be given first to mares shipping on their first cycle, and thereafter on a first-come, first-served basis.
6. We ship using both reusable Equitainers and disposable cardboard shipping containers. You may state a preference. Please mark what type of shipping container you would prefer or if you don't have a preference just mark none (_____). We will do our best but, due to limited availability we may not be able to honor your request. Equitainers must be returned to the Farm, prepaid at Mare Owners expense within 3 working days from original shipment or a \$25/Day Rental Charge will be assessed. Equitainers not returned within 2 weeks will be billed to the mare owner at the price of \$300. Disposable shipping containers do not need to be returned.
7. Each semen shipment will contain enough live sperm cells to inseminate one mare. Any attempt to breed more than one mare without prior approval may void this contract and/or incur additional charges which must be paid immediately.
8. The Breeding Farm is not responsible for any semen shipment once it leaves its care and custody. Once received, the container should be stored in a cool dry place and unopened until time to inseminate the mare.
9. The Mare Owner agrees to comply with all AQHA, or other breed association requirements concerning the use and handling of Transported Cooled Semen. The parties further agree to strictly abide by Rule 209 as contained in the AQHA Official Handbook or as modified and amended from time to time by the AQHA. Stallion Owner and Mare Owner to execute a "Transported Semen Breeders Certificate" shall comply with any parentage verification as required by the American Quarter Horse Association or other breed associations. Fees for parent verification are the Mare Owner's expense.
10. These terms and conditions shall be interpreted and enforced under the laws of the State of Pennsylvania. If any clause herein is against Pennsylvania State Law, that clause of these terms and conditions shall be null and void. The balance of the agreement will remain in force.

I have received and agree to these Terms and Conditions for shipping cooled fresh semen. _____

MARE OWNER SIGNATURE



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PSU HE ROX THE NITE Semen Ordering Information:

The Pennsylvania State University Horse Barn contact information for semen ordering:

Preferred contact and method:

Ed Jedrzejewski, DVM, Horse Herd Manager
Email: eaj10@psu.edu

Second contacts and method:

Ed Jedrzejewski, DVM, Horse Herd Manager
or
Chris Grant, Assistant Horse Herd Manager
Phone: 814-863-0834

Information Required When Ordering Semen:

1. Stallion for which you are ordering semen
2. Mare owners name
3. Name of mare(s) to be bred
4. Address/city to which the semen is to be sent
5. Date the semen is to arrive
6. Advise if Counter to Counter service is required
7. Please leave your name and a phone number where you may be reached in case of questions.

It is preferred that semen is ordered via email, however if you call and are leaving a phone message **please** speak slowly, clearly, and spell any words that may be difficult to retrieve from the machine so that we get the information correct. We will confirm your shipment. Please advise how (phone or E-mail) we may confirm the shipment and to whom to confirm the shipment. The office opens at **8 AM EST** if you have not received confirmation by **8:30 AM EST** the morning after you order please contact us via phone and talk to someone do not leave a message. If after several tries you are unable to reach anyone, try the following emergency contact numbers (**please** use this as a last resort only):

Dr. Ed Jedrzejewski cell phone: 814-280-7631
Mr. Chris Grant cell phone: 814-280-7635
Mr. Brian Egan cell phone: 814-404-1193