



Trademark Farms

TRADEMARK FARMS

535 Corinth Road

Darden, TN 38328

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Email: pintopaso@tds.net

2010 Breeding Contract

Stallion: _____

MARE OWNER'S INFORMATION

Owner's name as it appears on registration papers:

Address _____

City _____ State _____ ZIP _____

Email _____ Cell phone _____

Home phone _____ Work phone _____

AI Veterinarian contact information

Address _____ City _____ State _____ ZIP _____

Telephone number _____ email _____

NAME OF MARE

Association _____ Registration numbers _____

(Please provide all applicable associations and registration number)

A. MARE OWNER'S RESPONSIBILITIES

1. Mare owner agrees to supply the correct name and registration number (s) for each mare being bred. Any charges resulting from the failure to do so will be expensed to the mare owner.
2. Mare owner warrants that the mare being bred is healthy, in sound breeding condition, and is free from infection or disease. Current Health Certificate, Negative Coggins and culture required for farm breedings, all vaccinations must be current. Deworming must be current (within 90 days), all mares requiring deworming will be done at the expense of the mare owner.
3. Mare owner agrees to pay all fees and related breeding expenses upon confirmation of pregnancy and/or at time of pick up from farm breeding. AI and stallion fees due prior to shipping semen.
4. Mare owner agrees to bring mare with all shoes removed, mares arriving with shoes will have them removed prior to breeding at the expense of the mare owner.
5. Unruly or aggressive mares will be bred and handled in the manner safest for mare, stallion and handler(s). Trademark Farms has the right to refuse breeding and have owner pick up aggressive mares.

B. FEES AND EXPENSES

1. A non-refundable stud fee must be received with the signed contract. VISA, MasterCard, American Express and Discover accepted.
2. Mare Care \$10.00 per day dry \$12.00 per day wet (nursing foal)
3. Charges for shipped semen must be paid before any shipping requests are processed.
4. Applications for "Certificate of Registration" will not be issued until all fees, and/or expenses have been paid.

C. SHIPPED SEMEN

1. Requests for shipped semen must be received no later than 4:00 p.m. CST on Monday, Wednesday, and Friday, and no later than 4:00 p.m. CST on Fridays for Saturday shipments. The requests will be processed in the order in which they are received on a "first come, first served" basis.
2. Stallions are collected Monday through Friday excluding holidays. Breeding is available throughout the calendar year.
3. Collection and shipping fees are \$325.00 for FedEx "next day" delivery. This price is subject to change depending on courier charge changes. International Collection and shipping fees are \$475.00 due to veterinarian requirements for border crossings. A container deposit of \$250.00 (refundable) is required prior to all semen shipments.
4. All shipments are transported in an "industry approved" container. The mare owner agrees to return this container upon completion of insemination. Failure to return the container will result in forfeiture of the container deposit.
5. Trademark Farms assumes responsibility to ship semen in a viable condition at the time it is transported. Each shipping dose is evaluated prior to shipment. Receiving veterinarians or technicians wishing to test a semen sample for motility should warm the sample to approximately 100 degrees F. for no longer than 15 minutes. Over heating the sample may damage or kill the sperm and the use of a heat stage is most accurate. Trademark Farms assume no responsibility for the loss of semen viability or associated expenses or financial losses due to any delay in receiving shipments or factors imposed on semen containers while in route to the customer.
6. The semen must be administered by a licensed veterinarian or an authorized person on the day of delivery or all return privileges and guarantees expressed in the agreement shall be null and void.

D. BREEDING SERVICES

1. Mares that have not had a current ultra-sound and breeding soundness exam will be bred through two estrus cycle. If the mare fails to conceive, a breeding soundness examination by a licensed veterinarian and, if necessary, appropriate treatment will be administered at the expense of the mare owner, before the mare will be rebred. If the mare fails to conceive after exposure through three breeding cycles, the mare owner will be contacted to advise the farm of future proceedings and actions.
2. Mare owners should advise the farm of any mare that has previously aborted. After conception, any mares with such history should have the progesterone level checked and associated expenses will be the responsibility of the mare owner.
3. Trailer breedings are handled by appointment only and reservations must be received by 10:30 am. CST Monday through Friday, and by 9:30 a.m. CST on Saturdays. Current Health Certificate, Negative Coggins and culture are required. All vaccinations must be current.
4. Trailer breedings are performed after 4:00 p.m. CST on weekdays and at a time specified by the farm at the time of reservation on Saturdays.
5. Trademark Farms, its employees, the premises owner or the stallion owners shall not be liable for any death, sickness, injury and/or accident including consequential damages to the mare and/or foal. The mare owner understands, authorizes and assumes the special risk inherent in the procedures and process of artificial insemination and its many variables. The mare owner agrees to hold Trademark Farms, it's employees, the premises owner, and the stallion owners and/or any heirs, relatives or assigns, harmless for any and all damages, losses and/or expenses associated herewith.

E. PICKING UP SEMEN

1. Stallion fee must be paid prior to any mare owner or their agent picking up semen at the farm. Reservations for pick-ups must be received by 11:30 a.m. CST on Monday through Friday, and by 11:30 a.m. CST on Saturdays. The mare owner or their agent must provide the semen container for pick up business. There will be a \$75.00 collection fee for all pick up orders.

F. TRANSFER OF CONTRACT

1. The transfer of this contract is permitted only with the expressed written consent of Trademark Farms. It is the responsibility of the mare owner designated in this contract to contact the farm with any request for such transfers.
2. If the contract is transferred without the written consent of Trademark Farms, the mare owner designated in this contract will remain responsible for the payment of the full fee.
3. The transfer of this contract does not extend any time limitations or time periods contained herein. An approved transfer of the contract would bind the new party to the same terms and provisions of the original owner and only the unexpired term of breeding privileges apply.

G. MARE SUBSTITUTIONS

1. The mare owner may substitute a different mare other than the one designated in this contract with the expressed written consent of Trademark Farms. A substitute mare is subject to the same provisions as the mare originally designated in said contract and assumes only the remaining portion of any time limitations specified in this agreement.

H. LIMITED LIVE FOAL GUARANTEE

1. Should the mare fail to produce a live foal, the mare owner shall be entitled to return privileges for re-breeding for a period of two years from the initial date of breeding or shipping semen. There will be no additional fee for re-breeding during this time period, but all related expenses incurred such as shipping fees, etc. will apply.
2. Live foal guarantee extends to a foal that is able to stand and nurse, and that lives to at least 72 hours.
3. Failure to promptly notify the farm of a mare aborting/absorbing, failure to conceive or death shall result in loss of return privileges and the live foal guarantee. The status of the mare should be reported to the farm within 90 days of the last breeding date.
4. In the event the stallion should die, become infertile or suffer injury or disease that would prohibit him from breeding prior to the designated mare producing a live foal; the stallion fee can be applied toward another stallion standing at Trademark Farms. The mare owner agrees to hold Trademark Farms, its employees, the stallion owner, their heirs, administrators, executors and assigns harmless from any and all financial loss, consequential damages and/or loss of future profits. The mare owner accepts all risk of death or incapacity of stallion to breed and realizes that all fees are forfeited in the event of such, unless transferred to an available stallion standing at Trademark Farms.

I. STALLION FEES

- | | | |
|----|-----------------------|------------|
| 1. | REGALO DE MARICHALO | \$ 900.00 |
| 2. | CARNAVAL DE CAPUCHINO | \$ 900.00 |
| 3. | SPRINGTIME RADIANTE | \$ 1200.00 |
| 4. | CURANDERO TM | \$ 900.00 |
| 5. | TUCSON TM | \$ 900.00 |

Due upon signing of breeding contract, includes \$300.00 non-refundable booking fee

The terms of this agreement have been read and agreed upon by:

MARE OWNER _____ DATE _____

_____ DATE _____

TRADEMARK FARMS _____ DATE _____

Please check appropriate box:

Shipped semen

Farm breeding

Trailer breeding