

## HIDDEN LAKE FARM, LLC

### **2014 Breeding Contract** **Just Marked for Money**

THIS AGREEMENT, wherein \_\_\_\_\_ ("MARE OWNER"), has engaged Hidden Lake Farm, LLC hereinafter referred to as "The Farm", for one service to the stallion, **JUST MARKED FOR MONEY**, registration # 4569661 for "THE MARE": \_\_\_\_\_, Registration # \_\_\_\_\_ for the 2014 breeding season at a fee of **\$800**.

This agreement is subject to the following conditions:

**The Breeding Fee is \$800**, which includes a non-refundable **booking fee of \$500.00**, payable with this Agreement, which reserves in the Stallion's book for 2014 a breeding for the Mare. Mare Owner agrees to pay the balance of the breeding fee \$ 300 and any other fees/expenses before any shipment of semen shall be made.

#### **Collection Days & Time Requirements:**

Breeding season is February 3, 2014 ending June 15, 2014. Semen is collected Monday, Wednesday and Fridays ONLY. We will not ship on any non-breeding days. Request for a shipment must be made BEFORE 9AM EST the day of collection. Ordering and confirming the availability of shipped semen is the MARE OWNER'S responsibility. Confirmation MUST be made by phone- please do not email a request for shipment at any time. Request for semen is subject to semen availability. We will ship on a first call, first serve basis. One dose of semen will be sent per shipment unless otherwise expressed.

#### **Shipping Fees & Containers:**

The first shipment is INCLUDED IN THE STUD FEE. If additional shipments are needed there is a \$350 shipment fee. Semen will be sent FedEx or UPS Priority Overnight. The shipping container shall be returned to the farm the day after The Mare is inseminated. The Mare owner is responsible for the cost to return the container to the farm with all its components. A cost of \$25.00 a day shall be charged to The Mare owner should the container not be received within 7 days after the date the semen was transported to The Mare owner. If the container is not returned within 14 days The Mare owner will be charged a non-refundable \$300 (Equitainer) or \$50 (Disposable container). Semen picked up from The Farm will have a fee of \$275, unless a container is provided by the MARE OWNER. If there is a container provided the fee is \$250.

#### **Payments:**

Invoices are due and payable in full upon receipt. Any unpaid balance after thirty days from invoice date shall bear interest at the rate of 1.5% per month from the date billed until paid in full. Semen will not be shipped unless a current credit card number is on file with The Farm. **PRIOR TO THE FIRST SHIPMENT ALL FEES MUST BE PAID IN FULL- THERE WILL BE NO EXCEPTIONS.**

#### **Insemination:**

The MARE OWNER agrees to inseminate The Mare within 24 hours of receipt of the cooled semen. The MARE OWNER agrees to have The Mare checked with an ultrasound no later than 18 days after insemination, or by a licensed veterinarian within 30 days of insemination. MARE OWNER agrees to provide The Farm with the result of the exam with 30 days of insemination.

#### **Condition & Ownership:**

Mare Owner represents and warrants that The Mare is in sound breeding condition and free from disease and infection. Mare Owner certifies that a licensed equine veterinarian performs the insemination. There is a maximum of three shipments of semen per mare. If The Mare does not settle on the third shipment the 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 MARE OWNER should be submitted with this Agreement.

#### **Live Foal Guarantee:**

The Mare owner is guaranteed one "live foal", meaning a foal stands, nurses, and lives for 24 hours. If The Mare proves barren, aborts her foal, or the foal is stillborn, a return season will be provided for the subsequent year only, upon payment

*592 Paulsboro Rd. Logan, NJ 08085*  
*Office: (856)214-3929 Fax: (856)214-3930*  
*Stallion Manager: Lexi Castillo (805)453-8354*

*HIDDEN LAKE FARM, LLC*

of a rebreed fee of \$250. The Farm must be notified within 7 days and provided proper veterinarian's statement confirming death within 30 days. A substitute mare may be used at the sole discretion of THE STALLION OWNER only if the mare has died or is deemed unfit for breeding.

**Breeders Certificate & Multiple Foals:**

Upon notification of birth of a live foal and full payment of all fees and expenses the breeders certificate will be issued to The Mare Owner. Only *one* Breeder's Certificate will be issued for each Total Breeding Fee paid. Embryo Transfers that result in two or more foals born each must have a separate Total Breeding Fee paid per live foal. A breeding certificate will be issued ONLY for The Mare appearing on this contract.

**Color Guarantee:**

There is no color guarantee for APHA mare.

**Substitution:**

If the Stallion, dies, is sold, or becomes unfit for service prior to settling The Mare, then at the sole option of The Farm, this agreement may be fulfilled by using another stallion owned by The Farm or may terminate this Agreement, in which case 50% of 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.

**Disclaimer:**

This cooled semen contract does not guarantee semen will be available. Breeder makes no representation or warranties, expressed or implied, regarding the cooled semen delivered under this agreement, including without limitation, representations or warranties that the cooled semen will safely reach the insemination point without losing its integrity, quality or other characteristics. STALLION OWNER &/OR STALLION MANAGER make no representations or warranties, expressed or implied, regarding the delivery of the cooled semen delivered under this agreement, and shall not be responsible for delayed, lost or mishandled deliveries.

**Governing Law:**

THE MARE OWNER acknowledges that this agreement is made and performed within Gloucester County, State of New Jersey. Both parties agree should any dispute or claims arise regarding this contract, the venue will be in the State Court located in Gloucester County, New Jersey and shall be construed and enforced under the laws of New Jersey. Both parties agree that at no time will any damages ever be awarded in any amount greater than the actual stud fee that was paid.

**Binding Effect:**

When the MARE OWNER has paid the Booking Fee and a signed contract is returned to The Farm and signed by STALLION OWNER OR STALLION MANAGER it will then become a binding contract on both parties to the above terms and conditions, except by written mutual consent of the parties thereto.

**SHIPPED SEMEN ORDERS SHALL BE PLACED NO LATER THAN 9AM EST ON THE DAY SEMEN IS TO BE SHIPPED. ALL COUNTER TO COUNTER SHIPMENTS MUST BE MADE BY 5PM EST THE DAY PRIOR TO SHIPPING.**

Date: \_\_\_\_\_  
Hidden Lake Farm Representative  
592 Paulsboro Rd.  
Logan, NJ 08085  
Contact Numbers:  
Stallion Manager: Lexi Castillo  
(805) 453-8354

Date: \_\_\_\_\_  
Mare Owner's Signature  
\_\_\_\_\_  
Mare Owners Name (Print Name)

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\*\*\*\*\*A CREDIT CARD IS REQUIRED ON FILE BEFORE SHIPMENT IS SENT\*\*\*\*\*

FEE ACKNOWLEDGEMENT

Please acknowledge all fees by initialing. Fees will not be charged unless advised to MARE OWNER.

MARE OWNER INITIAL:

STUD FEE: \$800 (BOOKING FEE INCLUDED) X \_\_\_\_\_

BOOKING FEE (NON-REFUNDABLE) X \_\_\_\_\_  
DUE WHEN CONTRACT IS SIGNED & RETURNED:

SHIPPING FEE: \$0 FOR FIRST SHIPMENT X \_\_\_\_\_  
ADDITIONAL SHIPMENTS: \$350

COUNTER TO COUNTER: \$150 ADDITIONAL X \_\_\_\_\_

CANADIAN SHIPMENT FEE: \$500 X \_\_\_\_\_

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 a flat \$500. It is the Mare Owner's responsibility to ensure that FedEx will deliver overnight shipment to their location. Mare Owner is responsible for obtaining a Canadian Shipped Semen Import Permit. Canadian shipments MUST be requested at least 24 hours in advance of collection.

Payment Information

All payments must be paid by check, credit card, or money order and in US funds. A 4% processing fee will be charged to any payment made by a credit card. All fees are subject to change. Payment must be made in full prior to semen shipment.

Credit Card Authorization

Visa MasterCard Discover AMEX

Name of Cardholder: \_\_\_\_\_

Billing Statement Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Card #: \_\_\_\_\_ Exp Date: \_\_\_\_\_ 3 Digit Sec Code: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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