

**CHECKERBOARD FARMS
NINA C. MILLER
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WEBSITE: WWW.CHECKERBOARDFARMS.COM**

This STALLION BREEDING CONTRACT for the breeding season of 2010, is made and entered into on this _____ day of _____, 2010 and is by and between Nina C. Miller of Checkerboard Farms, hereafter designated as Breeder and _____, Hereafter designated as Mare Owner. Mare Owner agrees to breed the mare, known as _____, registration no: _____ to the Friesian stallion known as Wander 352 for the breeding fee of **\$1500**. This breeding shall be subject to the following terms and conditions:

1. The \$1500 breeding fee and an additional \$700 for container deposit and collection fees is due upon execution of this contract. Any further balance due that has not been paid within sixty days may be subject to a service charge of either \$10 or 18% interest each month, whichever is greater, on the unpaid balance.
2. The cost of semen collection will be charged to the Mare Owner. The fee for each collection is **\$250**, plus the round trip cost of shipping the container, usually around **\$200**. There is also a **\$200** security deposit for the shipping container. If the shipping container survives unscathed, the \$200 will be applied towards the remainder of the shipping costs or refunded. The mare owner is welcome to send their own container which will insure that a container will be available should they request semen on short notice. However, the container deposit will NOT be waived, as the Mare Owners tend to end up using our containers anyway. **We strongly suggest that you insure the container for \$200 when returning it to the collection facility to avoid having to be responsible for its damage or loss during shipment.**
3. The Breeder will charge a courier/handling charge for transporting the semen either to Federal Express offices or to the Ontario Airport. The fee for Fed Ex is **\$10** and **\$250** for transport to the airport. Due to the fact we are using a collection site farther from the airport, we may need to utilize a professional courier, "Airnet," which tends to be more expensive but will get the job done if there is no other way. If the semen arrives damaged or is lost in transit, the Mare Owner will not be charged for the collection or the shipment as long as Federal Express is the carrier. Checkerboard Farms cannot take responsibility for losses on airlines, Airnet, USPS or UPS as there is no easy way to recover costs, other than through Fed Ex. Also, please understand that any of the shipping services, including Fed Ex, require the shipper to handle any damage or insurance claims. Therefore, if the container is damaged or lost during the return, Checkerboard Farms will notify the Mare Owner and bill their account. It will be the responsibility of the Mare Owner to deal with the shipping agency.
4. The Mare Owner is responsible for the return of the semen shipment container to the collection facility within **48** hours of use. Please be considerate of this time frame as there are other mare owners who also wish to receive their semen in a timely manner. We may not always have an abundance of containers on hand to meet everyone's needs so we hope all parties will work together responsibly and courteously for the benefit of all. **Again, we strongly recommend that the container be returned FED EX, as they are the most reliable and accountable for damage and loss.**

Checkerboard Farms will NOT be responsible to track down and collect insurance on lost or damaged containers and items in the containers when containers are being returned to us. That will be the responsibility of the Mare Owner. During the height of breeding season, we may ask to you to return the container Fed Ex priority overnight. Please help us during this time to insure a steady flow of semen to all of you.

5. **Breeder and collection facility must receive reasonable notice of desired collection and shipment dates.** Mare Owner is to advise Breeder upon start of the mare's cycle and contact breeder again the day prior to desired collection and shipment. Breeder cannot guarantee shipment on the desired date without this information.
6. **The collection schedule for Wander 352 is currently Monday, Wednesday and Friday. As the season progresses, we may need to alter this schedule but we will give our clients who have sent in contracts plenty of notice of any changes. However, if you have not notified us of your mare's status and then call at the last minute, you might then discover that the schedule has been altered. Please notify us as much in advance as possible to coordinate timing. Only under rare circumstances will we be collecting on consecutive days.** The Colorado State Short Course on Artificial Insemination and Cooled Shipments supports the theory that stallions collected daily risk a drop in their concentration and motility. They suggest that collecting every other day or even every third day is optimum. Therefore, in order to accommodate as many mare owners as possible without compromising the semen quality, Checkerboard Farms and our collection site have agreed to a collection schedule that offers the optimum opportunity for quality semen. This means that, on occasion, the mare owner may need to request semen a day earlier than their optimum desired insemination day or to ask for "counter to counter" shipment by domestic airline to insure they do not miss their mare's cycle. We wish to reassure you that this will not compromise the success of your breeding program. **Also, during holidays, such as Memorial Day and July 4th, it will not be possible to ship semen at all. This is due to the fact that Fed Ex and other shippers do not either pick up or deliver on a holiday and Air Cargo in Ontario, CA will be closed on these holidays. Please plan around these holidays when you are managing your mare and we will make counter to counter possibilities available the day after the holidays.**
7. **Utilizing airlines for shipment.** It might also be possible to ship via airlines on the day of the collections, rather than through Fed Ex Priority Overnight. However, please know that the airlines are becoming less reliable and Checkerboard Farms will not be responsible for late or lost shipments due to airline shipping failures. Also, since 911, Checkerboard Farms has had to achieve "known shipper" status on each individual airline to be utilized. Currently, we have access to Southwest, United, Alaska, Northwest and Delta. Please be aware that there may not have a convenient airline schedule from Ontario, CA to your destination. Airnet, the professional service may have greater options, but also costs more. Also, in order for same day shipment, the semen must be at the airline very early in the day, especially for shipment to the Midwest or East Coast. Again, the courier charge to going to Air Cargo at Ontario is \$250 if done by Checkerboard Farms and more, if done by Airnet.
8. **During the height of breeding season - usually May, June and July - Checkerboard Farms cannot guarantee that they can send two doses of semen with every shipment ordered by the Mare Owner.** Again, there is controversy on this issue, but most veterinary reproduction experts agree that one dose of transported semen of good quality, inseminated every other day during the mare's cycle, will be more than sufficient to settle a fertile mare. Please understand that we do not "short" you with one dose. It is a full dose with plenty of live, progressively motile sperm. If either you or your veterinarian have questions regarding this issue, please do not hesitate to contact us.

9. **Checkerboard Farms would appreciate it if the Mare Owner would have their mare checked for pregnancy at approximately 16 days after ovulation.** This allows for time to handle any issues around possible twin embryos as well as give us all time to prepare for the next breeding cycle if the mare did not settle. It is agreed that mares to be 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 mare in question in a prompt manner could render the live foal guarantee null and void.
10. **Checkerboard Farms is now requiring medical documentation of pregnancies, absorptions, abortions and medical verification of loss of foal and circumstances. We appreciate that this is a stressful time, but we are finding that keeping accurate records of the mare's breeding history is essential to our business. This will also insure that the Mare Owner will have all the benefits they are entitled to from our Life Foal Guarantee.**
11. **Mare shall be of healthy and sound breeding condition.** A veterinarian health certificate and uterine culture are highly recommended prior to shipping semen. If the mare fails to settle in foal after two cycles, breeder may require the Mare Owner to obtain a current reproductive exam/uterine culture prior to any further shipments.
12. **This contract contains a "live-foal guarantee."** A live foal is defined as a new born foal that stands and nurses without assistance. If the Mare Owner does not receive a life foal (as the result of the death or absence of the foal), Mare Owner will receive a return breeding privilege for the year 2011 breeding season, but only if Breeder is notified within 30 days of loss and receives a licensed veterinarian's statement confirming death. If, after being pronounced safe in foal, the mare should miscarry, abort or prove barren, Mare Owner has the privilege to return mare for breeding and/or request additional semen shipments during the current breeding season, Mar 15 through Aug 15, 2010 or the following breeding season. However, Checkerboard Farms expects the mare owner to provide proper documentation regarding mare care, vaccinations, and worming and periodic pregnancy checks in order to honor live-foal guarantee. **Finally, the live-foal guarantee will be null and void if all monies owed the stallion owners are not paid by 12-01-2010 unless there is prior agreement between the Mare Owner and Breeder.**
13. **A Breeder's 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."** This certificate will only be issued if all monies are current, including fees unrelated to the foal just born. It is important that the mare be reconfirmed in foal at the end of the breeding season. Please be reassured that you will receive your Certificate in a timely manner after the foal is born. This decision was reached after a number of mare owners either did not recall receiving, or misplaced the breeding certificate by the time it was needed for registration. This also avoids the Breeder having to track down and retrieve breeding certificates from mare owners if the foal is not born alive or the mare aborted prior to the expected delivery time.
14. If the mare fails to settle for any reason, the Mare Owner will hold the Breeder blameless.
15. Should the stallion die or become infertile prior to the end of the 2010 breeding season, frozen semen will be made available to the mare owner to complete this breeding contract.
16. This contract is non-transferable without prior written approval from the Breeder.
17. **Breeding season commences March 15, 2010 and ends August 15, 2010, although you can request semen earlier or later and if we can accommodate you, we will.**

18. This contract is entered into in the State of California, County of Riverside, and will be interpreted and enforced under the laws of this state. If any clause in the contract is against CA state law, then that clause shall be null and void. All other terms and conditions will remain in effect.
19. Should Checkerboard Farms, for any reason, need to employ either a collection agency or legal services to assist in collections, Mare Owner will be responsible for these fees in addition to any expenses being billed.
20. As Checkerboard Farms is collecting breeding fees and initial collection fees up front, we consider that the Mare Owner has purchased a "breeding" from Wander 352. We will honor that breeding for as long as it takes for that mare owner to have a "live foal" as long as all expenses are paid in a timely manner and the mare care is appropriate. We will be flexible as to which mare is being covered as long as we are notified by the mare owner as to their wishes. **However, it must be understood that if future breeding fees or collection fees are accrued, no birth announcement will be issued until all fees are paid.**
21. Should it take more than one breeding season to accomplish the breeding goal with a pregnancy and live foal, all conditions of the 2010 contract will "roll over" to the contract of the following year, such as current fees for collections and shipments. In no way will a future contract jeopardize the purchased breeding. However, if the mare owner does not responsibly pursue an attempt to get a mare in foal to Wander 352 to complete the breeding contract, this could jeopardize the breeding being made available for years to come.

CONTRACT SIGNATURES

When the Mare Owner and the Breeder sign this contract, it will then be binding on both parties, subject to the above terms and conditions:

| | |
|---------|------------|
| BREEDER | MARE OWNER |
| DATE | DATE |

MARE OWNER'S ADDRESS:

House Number and Name of Street

City State Zip

Home Phone: _____ Work Phone _____

Pager _____ Cell Phone _____ Fax _____

Email: _____ Ranch Name _____

TRANSPORTED SEMEN INFORMATION SHEET

Please fill out this sheet, attach a copy of your mare's papers and applicable fees and return with the Breeding Contract.

Mare Owner's Name: _____

Address _____

Phone _____ Fax _____ Cell _____

Pager _____ Email _____

Ranch Name _____

VETERINARIAN INFORMATION:

Name of Veterinarian: _____

Name of Veterinarian Practice: _____

Address: _____

Phone _____ Fax _____ Cell _____

Email _____ Pager _____

When your mare is beginning the cycle during which you wish to begin inseminating, please contact Nina C. Miller to arrange shipments.

Cell: 951 229-9000 Fax: 951 734-7555

Email: Wander352@earthlink.net PLEASE GET CONFIRMATION FROM ME THAT I RECEIVED YOUR EMAIL/CALL/FAX REGARDING YOUR NEEDS FOR A SHIPMENT!!!!

Please remember to return this sheet, the signed contract and include the following:

1. \$1500 Breeding Fee
2. \$200 Container Deposit
3. \$500 to cover the approximate cost of the first two shipments
4. Copy of the mare's registration papers

Thank you so much for considering Wander 352 for your breeding program and we sincerely hope that this will be an exciting, rewarding and pleasant process. Please feel free to give us your comments, both positive and negative that might help us improve our program in the future.