

Majestic Gaits

Kathy Hickerson

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www.majesticgaits.com, kathy@majesticgaits.com

Frozen Semen Live Foal Guarantee Breeding Contract

(VDL Frozen)

This contract is made this _____ day/month of 2017 by and between Majestic Gaits and Buyer

BUYER:

Name: _____
Business: _____
Street: _____
Town: _____
State: _____ ZIP: _____ Country _____
Phone: _____
Cell: _____
Fax: _____
Email: _____

Semen to be shipped to (if other than Buyer):

"Buyer" Contact Name: _____
Business: _____
Street: _____
Town: _____
State: _____ ZIP: _____ Country _____
Phone: _____
Cell: _____
Fax: _____
Email: _____

for breeding to VDL Stallion _____ for the 2017 Breeding Season ("Present Breeding Season") as specified in this contract. This contract is subject to the following terms and conditions:

MARE: (One Mare per contract only)

Please complete thoroughly. The following is the information on the Mare to be bred:

Mare's Name: _____

Registration Number: _____

Studbook/Registry of the Mare: _____ (ie: KWPN-NA, SWANA, AHHA, AHS, CSHA, CWHBA, Westfalen, Rhineland, AWS, AWR, ISR, GOV, RPSI, BWP, Jockey Club etc.)

Studbook/Registry the foal will be registered: _____ **** Registries other than the KWPN-NA in America may require a one time license fee, which is the responsibility of the breeder to pay. VDL does not activate all their stallions in every registry that they are approved.**

A copy of the mares registration papers is due with this contract.

ALL FEES must be paid prior to any semen is shipped. Fees can be paid using Paypal (www.paypal.com account kathy@majesticgaits.com) or Visa, Mastercard, American Express, or Discover. There is a \$60 fee when paying the Stud fee using Paypal or Discover. Other credit cards are provided to VDL Stud in Holland to charge the stud fee direct to their merchant account. You may have to notify your bank that a foreign charge is being made by VDL Stud/w. vd Lageweg. Import and shipping fees will be charged to Majestic Gaits.

Credit cards will be show up on your bill as Majestic Gaits and/or VDL Stud/w vd Lageweg

Stallion _____ Frozen Semen Stud Fee: _____ CC Fee **\$60**

(see price list on frozen semen page at www.majesticgaits.com)

Import Fee: 1st shipment of 2 doses. **\$250** 2nd Shipment (if needed) \$200

Fedex Shipping: \$175-\$225 (approximate, we will charge your Fedex # or Credit Card at time of shipping)

Canadian Shipments: \$250 USDA Health Certificate/shipment

Note: Canadian customers are required to get an import permit. Please order through Prima Equestrian first. We only ship to Canada if they do not have the stallion available. It is cheaper and easier for you to order in Canada.

Total Enclosed: \$ _____ Check #: _____ Credit Card Type: _____

Credit Card #: _____ Expiration Date: _____ 3 Digit Code _____

Name/Street/Zip on CC (if different than Buyer) _____

Federal Express Account #:(Not Required) _____

Majestic Gaits

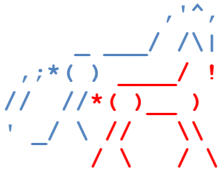
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Conditions:

1. This contract covers the purchase of a VDL Stud frozen semen LFG breeding contract. Each dose will contain the correct amount of straws required for one insemination. The number of straws is determined in Holland after each collection. The number of straws required is provided to you when your frozen semen is shipped to you. The frozen semen has been tested in Holland and is EVA negative.
2. All semen remains the property of VDL Stud. Selling of any unused semen is forbidden, the customer agrees to pay VDL Stud an additional stud fee for every used or unused straw not returned to Majestic Gaits within the timelines laid out in this agreement.
3. No frozen semen will be shipped until all fees are paid in full. You will need to arrange for liquid nitrogen storage for your semen when it arrives. You must transfer the semen immediately from the Dry Shipper into a Liquid Nitrogen Storage Tank. Failure to transfer the semen within 24 hours of receipt will void this contract and may have jeopardized the integrity and quality of the frozen semen.
4. Frozen semen will be shipped in a Liquid Nitrogen "Dry Shipper" at the Buyers shipping expense. The use of the Majestic Gaits Dry Shipper is included in the import fee. The shipment should be planned at a minimum of 2 weeks prior to when the buyer plans to breed their mare to ensure the semen is available when required.
5. Majestic Gaits and VDL Stud are not responsible for the frozen semen once it has been shipped. Insurance is required on each shipment for the container (\$1000) and the frozen semen with Federal Express. Once the semen arrives, it should be checked & transferred to storage promptly. The shipment is sealed with a plastic tie wrap. The Buyer should ensure that this tie wrap has not been broken and that the Dry Shipper is frosty when first opened. Frozen semen should not be held out of the tank for more than 8 seconds or the semen will be damaged. If the shipment did not arrive sealed and cold, a claim should be made by the Buyer to Federal Express and Majestic Gaits promptly within 24 hours or insurance is not valid. It is the responsibility of the Buyer to file this report. Majestic Gaits and VDL Stud are not responsible for frozen semen that has been mishandled.
6. You will receive 2 breeding doses of the VDL Stallion frozen semen in the first shipment for use over 2 separate breeding cycles.
7. All used straws must be placed in an envelope provided and mailed back to Majestic Gaits the first working day after each insemination along with the VDL Insemination Report (provided), filled out and signed by the inseminating veterinarian.
8. A copy of the Frozen Semen Breeding Report supplied with the semen must be completed and signed by your veterinarian and returned to Majestic Gaits by August 15 of the breeding year.
9. The splitting of doses or straws is strictly forbidden.
10. If you use embryo transfer or ICSI (intracytoplasmic sperm injection), you must inform Majestic Gaits immediately. By signing this contract you agree to pay an additional fee equal to the original breeding fee for each live foal from the semen provided. If you freeze embryos, a breeding fee is due for each frozen embryo.
11. The price paid for this contract is for a single foal. Additional foals obtained from the semen is required to pay additional stud fees for each additional foal.
12. If the mare is bred using a partial dose (e.g. deep horn method using less than the full dose provided) and becomes pregnant, all remaining straws must be returned to Majestic Gaits. If you would like to keep the straws you can purchase an additional breeding contract.
13. If your mare becomes pregnant with 1 breeding dose you must arrange to return the extra dose or purchase an additional breeding contract.
14. Your mare must be inseminated using one full dose of frozen semen within 4-6 hours post ovulation. Do not breed using frozen semen if you suspect the mare has ovulated more than 6 hours earlier. Post ovulation ensures that you will not require more than 1 dose per heat cycle. The use of an AI "Gun" is highly recommended to get maximum use of all the semen in the straw.
15. If all conditions detailed in this contract have been met and you do not have a confirmed pregnancy after the second breeding cycle you can request a second and final shipment of 2 doses.
16. You may receive up to a maximum of 4 doses for breeding under this contract. After the 4 doses have been used with no pregnancy, you may use the backup fresh semen option.
17. A mare may be substituted only with a veterinarian's letter stating the mare is unbreedable and/or the approval of Majestic Gaits or VDL Stud.
18. Majestic Gaits and VDL Stud agree that if the stud fee is paid, and should said mare subsequently, as a result of this breeding not give birth to a foal that stands and nurses, the remaining unused doses from the 4 dose maximum shall be carried forward for a second breeding season.

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19. Majestic Gaits should be notified once your foal is born. Majestic Gaits appreciates pictures and/or video with the permission to share on social media. Once the mare delivers a foal that stands and nurses after the first breeding season or the 4 doses allowed in this contract have been used or the second breeding season has ended, this contract has been fulfilled in its entirety by Majestic Gaits and VDL Stud.

The Buyer should insure that the VDL Stallion is available with Majestic Gaits. We do our best to keep all available VDL stallions stocked. Should the stallion no longer be available, an alternate stallion of equivalent or less stud fee may be substituted or the backup fresh option can be used, at the buyers request and Majestic Gaits and VDL Stud approval. Contact us early in the breeding season so we can make sure we stock the stallion you require.

You will need to arrange for liquid nitrogen storage for your semen when it arrives. If you do not have a liquid nitrogen storage tank of your own, often your vet will have one or know of one. You should ask if they charge for storage of the semen. You are responsible for those storage costs.

The dry shipper must be returned back to Majestic Gaits per the instructions provided with the Dry Shipper. We need the Dry Shipper returned promptly. \$25/day will be charged for Dry Shippers that have not arrived at Majestic Gaits within 7 days of shipping.

Majestic Gaits suggest that your veterinarian do a breeding soundness exam on your mare before you decide to breed your mare. A culture and/or biopsy should be done on barren or non maiden mares prior to breeding to insure that the mare is clean and is in good condition for breeding. This will save you money by taking these tests and ultimately reduce your veterinarian and breeding costs. Your breeding veterinarian can advise you the best.

Backup Fresh Option:

If the Mare identified in this contract has been inseminated using 4 doses or over 2 breeding seasons, whichever comes first, with no pregnancy, you may switch to fresh semen with one of the stallion standing at Majestic Gaits for the booking fee of \$300, collection and shipping costs. See the fresh semen backup contract on the contracts page at www.majesticgaits.com

FEES – Frozen Semen:

1. Stud Fee: May be paid by Visa, Mastercard or American Express. VDL will charge your card in Holland. If Paypal or Discover is used, we charge \$60/breeding fee.
2. Import Fee \$250 for first 2 dose shipment payable to Majestic Gaits. If a 2nd shipment is required, the import fee is \$200. This fee covers importing the semen, storage at our facility until shipped to you and charging of the dry shipper
3. Shipping Fee: Approximately \$175-\$225 to ship to you and back with Federal Express including insurance. We can estimate this for you for your location upon request. This is payable using a credit card or Federal Express account number.
4. Dry Shipper Rental: You may use your own dry shipper or a dry shipper provided by Majestic Gaits. The dry shipper must be returned back to Majestic Gaits within 7 days of the day it left Majestic Gaits. We ship overnight express and ask for it to be returned on a cheaper 2 day rate. During the peak shipping season, we require you ship back overnight. A \$25/day fee will be charged for every day the dry shipper has not been received back at Majestic Gaits after 7 days.

ASSIGNMENT:

1. This Contract may not be transferred. If the mare is sold, contact Majestic Gaits.

Law

The terms of this Agreement shall be governed by the laws of the State of New Hampshire/Majestic Gaits and The Netherlands/VDL Stud.

Breach

Either party may nullify this Agreement if the other party breaches a material term of this Agreement. The wronged party may recover reasonable attorney's fees and court costs. Executed this ____ day of _____ 2017.

Majestic Gaits, Kathy Hickerson "Seller"

"Buyer"