



68 Russell Hill Road, Brookline, NH 03033 Phone: (603)673-4344 Fax: (603)672-0139 Cell: (603)557-4054, Holland: (31)610766979

www.majesticgaits.com, kathy@majesticgaits.com

# **Frozen Semen Breeding Contract**

(VDL Semen only, not including OOSeven, Lancet, Don Ricoss, Cardento, Zirocco Blue or Indoctro)

This contract is made thisday/month of 20	15 by and between Majestic Gaits and Buyer
BUYER: Semer	n to be shipped to (if other than Buyer):
Name: "Buyer"	Contact Name:
Business:	Business:
Street:	
Town: State: ZIP: Country	State: ZIP:Country
Phone:	
Fax:	Fax:
Email:	Email:
for breeding to VDL Stallion	for the 2015 Breeding Season ("Present s contract is subject to the following terms and
MARE: (One Mare per contract only)  Please complete thoroughly. The following is the in Mare's Name:  Registration Number:  Studbook/Registry of the Mare:	
AHS, CSHA, CWHBA, Westfalen, Rhineland, AWS, AWR, ISR Date of Mare's birth:	R, GOV, RPSI, BWP, Jockey Club etc.)
Studbook/Registry the foal will be registered: BWP, ISR Oldenburg, GOV Oldenburg, CSHA, CWHBA, West KWPN-NA in America may require a one time license fee, which activate all their stallions in every registry that they are approved	ch is the responsibility of the breeder to pay. VDL does no
A copy of the mares registration papers is due w	vith this contract.
ALL FEEs must be paid prior to any semen is shipped. Fees can be paid using or your Visa/Mastercard/American Express or Discover. <b>NOTE:</b> There is a \$2 credit cards are provided to VDL Stud in Holland so the stud fee is charged dir your breeding. You may have to notify your bank that a foreign charge is being credit card. Import and shipping fees will be charged will always be charged to	20/dose fee when paying the Stud fee using Paypal or Discover. Other rect to their merchant account. This is our preferred way of paying for g made by w. vd Lageweg so that the charge will go through on your
Stud Fee: (price/3 dose) <b>Or</b> (# of doses) * (see price list on frozen semen page at <a href="https://www.majesticgaits.com">www.majesticgaits.com</a> )	
Credit Card Fee (If using Paypal or Discover)(# of doses) *	
Import Fee <u>\$275</u> /3 doses <b>or</b> (# of doses) * \$100/do	se =(total)
Fedex Shipping: \$175-\$225 (approximate, we will charge your	
Canadian Shipments: \$250 USDA Health Certification	
Note: Canadian customers are required to get an	ı import permit.
Total Enclosed: \$ Check #:	_ Credit Card Type:
Credit Card Number:	
Credit Card Expiration Date:	3 Digit Code on back of card
Federal Express Account #:	





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#### **Conditions:**

This contract covers each purchase of a VDL Frozen Semen breeding for 3 breeding doses of Frozen Semen for a stallion. Each dose will contain the correct amount of straws required for one insemination. This amount 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.

The Buyer should insure that the VDL Stallion is available with Majestic Gaits. The Buyer should identify to Majestic Gaits as early as possible, which VDL Stallion that they are considering so Majestic Gaits can try to make those Stallions Frozen Semen is in stock at Majestic Gaits.

The Frozen Semen will be shipped in a Liquid Nitrogen "Dry Shipper" at the Buyers shipping expense. The use of the Dry Shipper is free. The shipment should be planned at a minimum of 2 weeks prior to when you plan to breed your mare, so that a Dry Shipper can be made available and charged with liquid nitrogen. The Frozen Semen will be shipped as soon as you have decided on a stallion, purchased the Frozen Semen and a Dry Shipper is available. You should not wait to ship the semen, as a Dry Shipper may not be available. The earlier you request the shipment of the Frozen Semen, the less chance there will be a problem making a Dry Shipper available. Customers may provide their own Dry Shipper.

No Frozen Semen will be shipped until all fees are paid. 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 you for storage of the semen. You must transfer the semen immediately from the Dry Shipper into a Liquid Nitrogen Storage Tank and return the dry shipper 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. 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. Majestic Gaits is not responsible for the frozen semen once it has been shipped. Insurance is required on each shipment for the container and the frozen semen with Federal Express. Once the semen arrives, it should be checked promptly. The tank should be frosty when opening it. A report of damaged shipment must be filed within 24 hours or insurance is not valid.

Majestic Gaits will contact the person who will be receiving the semen to insure a Liquid Nitrogen storage facility is available and ready for the Frozen Semen and that someone will be there to receive the Frozen Semen when it arrives. The shipment will be insured with Federal Express for the price of the Frozen Semen Stud Fee and the container. The shipment is sealed with a plastic tie wrap. The Buyer should insure that this tie wrap has not been broken and that the Dry Shipper is frosty when first opened to transfer the Frozen Semen. The Frozen Semen should not be held out of the tank for more than 8 seconds or the Frozen Semen could be damaged. If the shipment did not arrive sealed and cold, a claim should be made by the Buyer to Federal Express promptly. Majestic Gaits and VDL Stud are not responsible for Frozen Semen that has been mishandled.

You will receive 3 breeding doses of each VDL Stallion Frozen Semen purchased. All 3 breeding doses are shipped in 1 shipment. This frozen semen is yours to use as you like. If you get your mare pregnant with 1 breeding dose, you can use the 2 breeding doses on another mare. You can sell or share it with someone else. Majestic Gaits and VDL Stud do appreciate hearing about how it worked for you and how the foals turned out. Please DO NOT use all 3 breeding doses for 1 insemination. That will yoid this contract.

We recommend that you breed the frozen semen one dose within 4-6 hours post ovulation. The closer you get to ovulation, the better your chance is to getting your mare in foal. Post ovulation ensures that you do not have to use more than 1 dose per heat cycle. 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 prior to breeding a non maiden mare to insure that the mare is clean and is in good condition for breeding. This will save time and ultimately reduce your veterinarian and semen costs. Your breeding veterinarian can advise you the best.



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## **Backup Options:**

If you use 3 breeding doses on the one Mare identified in this contract over a minimum of 2 breeding cycles and still do not get your mare in foal, you may:

- Switch to Fresh Semen with one of the stallions standing at Majestic Gaits for the booking fee and switch to a regular live foal guarantee or
- Buy additional doses at ½ price stud fee, one dose at a time up to 3 additional doses.

Majestic Gaits will require a letter from the breeding veterinarian containing the following information:

- The Mare has bred on at least 2 different heat cycles, using all 3 doses of the frozen semen.
- The breeding condition of the Mare, including biopsy, culture and blood test results and ultrasound findings.
- Treatment that was used on the mare, including uterine flushes, hormones such as HCG and Ovuplants.
- Breeding history should be provided with this contract.
- That the Mare is considered breedably sound.

#### FEES - Frozen Semen:

- 1. <u>Stud Fee</u>: Majestic Gaits sends the stud fee to VDL Stud in Holland. Paypal or a credit card may be used for the stud fee. We charge a fee of \$20/dose to help cover our credit card costs for the stud fee.
- 2. <u>Import Fee</u> \$100/dose or \$275/3 doses payable to Majestic Gaits. This fee covers importing the semen, storage at our facility until shipped to you and charging of the Dry Shipper
- 3. <u>Shipping Fee:</u> Depends upon where you are located, approximately \$175-\$225 to ship to you and back with Federal Express. We can estimate this for you for your location upon request. This is payable using a credit card or Federal Express account number. Insurance for our tanks and the semen is required when shipping.
- 4. <u>Dry Shipper Rental:</u> Free. 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 guarantee mailing cost. During the peak shipping season, we ask that you ship back overnight express. A \$25/day fee will be charged for every day the Dry Shipper has not been received back at Majestic Gaits after 7 days. Long term rentals are available if your vet does not have semen storage. We highly suggest having local storage as shipping individual doses is a much higher expense for you.

#### **ASSIGNMENT:**

1. This Contract may not be transferred to another Buyer unless the original Mare is sold. Majestic Gaits must be notified and a new contract must be signed with the new Buyer.

### <u>Law</u>

The terms of this Agreement shall be governed by the laws of the State of New Hampshire.

Breach Either party may nullify this Agreement if the other party bre may recover reasonable attorney's fees and court costs.		The wronged party 2015.
Majestic Gaits, Kathy Hickerson "Seller"	"Buyer"	<del></del>