

Majestic Gaits

Kathy Hickerson

68 Russell Hill Road, Brookline, NH 03033

Phone: (603)673-4344 Fax: (603)672-0139

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www.majesticgaits.com, kathy@majesticgaits.com



Frozen Semen Breeding Contract

(VDL Frozen Live Foal Guarantee ONLY)

This contract is made this _____ day/month of 2015 by and between Majestic Gaits and Buyer

BUYER:	Semen to be shipped to (if other than Buyer):
Name: _____	"Buyer" Contact Name: _____
Business: _____	Business: _____
Street: _____	Street: _____
Town: _____	Town: _____
State: _____ ZIP: _____ Country _____	State: _____ ZIP: _____ Country _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

for breeding to VDL Stallion _____ for the 2015 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.)

Date of Mare's birth: _____

Studbook/Registry the foal will be registered: _____ (KWPN-NA, AHS, RPSI, BWP, ISR Oldenburg, GOV Oldenburg, CSHA, CWHBA, Westfalen, SWANA, sBs, AHHA, AWS or AWR) **** 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 your Visa/Mastercard/American Express or Discover. **NOTE:** There is a \$60 fee when paying the Stud fee using Paypal or Discover. Other credit cards are provided to VDL Stud in Holland so the stud fee is charged direct to their merchant account. This is our preferred way of paying for your breeding. You may have to notify your bank that a foreign charge is being made by w. vd Lageweg so that the charge will go through on your credit card. Import and shipping fees will be charged will always be charged to Majestic Gaits.

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

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

Import Fee \$200 each shipment of 2 doses. 1st Shipment \$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 _____

Federal Express Account #: _____

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

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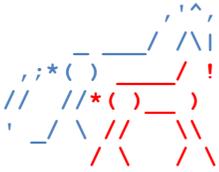
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Conditions:

This contract covers each purchase of a VDL Frozen Semen breeding with a live foal guarantee. Each dose will contain the correct amount of straws required for one insemination. This straws/dose is determined in Holland after each collection and may vary. 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. Note that not all VDL stallions freeze well or are available to be frozen for export due to their sport careers. We do our best to keep stallions stocked, but should the stallion no longer be available, an alternate stallion of equivalent or less stud fee may be substituted at the buyers request. Contact us early in the breeding season so we can make sure we stock the stallion you require.

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. We will accommodate last minute requests as much as possible. 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 for storage of the 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 sealed with a tie wrap frosty when opening it. If the shipment did not arrive sealed and cold, a claim must be filed to Fedex within 24 hours of receipt of the shipment.

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. The Frozen Semen should not be held out of the tank for more than 8 seconds or the Frozen Semen could be damaged.

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.

You will receive 2 breeding doses of the VDL Stallion Frozen Semen in the first shipment for use over 2 breeding cycles. With a note from the veterinarian that the mare has been inseminated on 2 cycles and not in foal, you may request another shipment of 2 doses. If you get your mare pregnant with 1 breeding dose, you must arrange to return the extra dose or purchase an additional breeding contract. You may received a maximum of 6 doses for the breeding. After the 6 doses have been used and no live foal, you may use the backup fresh semen option.

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 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 semen costs. Your breeding veterinarian can advise the best.

Majestic Gaits should be notified once your mare is in foal and when you have had a successful live foal.

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Backup Options:

If the Mare identified in this contract has been inseminated over a minimum of 2 breeding cycles and still is not 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 (Booking Fee and collection costs will be required)**

See the Fresh Semen and Frozen semen Backup Contracts available at www.majesticgaits.com or by contacting Majestic Gaits directly for further details on backup options and requirements.

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 the above stallion.
- 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.
- That the Mare is considered breedably sound.

FEES – Frozen Semen:

1. Stud Fee: 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 credit card fee of \$60/breeding if using Paypal or Discover. Visa, Mastercard or American express will be charged direct to VDL Stud's merchant account in Holland and no credit card fee is charged.

2. Import Fee \$200/2 dose shipment payable to Majestic Gaits for each shipment. This fee covers importing the semen, storage at our facility until shipped to you and charging of the Dry Shipper

3. Shipping Fee: 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. Dry Shipper Rental: 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 with a limit of the remaining of the 6 dose maximum for this mare.

Law

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 breaches a material term of this Agreement. The wronged party may recover reasonable attorney's fees and court costs. Executed this ____ day of _____ 2015.

Majestic Gaits, Kathy Hickerson "Seller"

"Buyer"