

Malouin Manor
P O Box 2412
Harmony, CA 93435
www.malouin.net
MerijaneM@aol.com
(909) 241-6334 § (951) 849-4799 Fax
Frozen Semen Breeding Contract 2008

THIS CONTRACT is made this _____ day of _____, _____ year by and between Malouin Manor acting as distributors of frozen semen, and:

Name: _____ (Mare Owner/Agent)
 Address: _____
 City: _____ State ____ Country: _____ Zip: _____

Terms and Conditions

Mare Owner hereby agrees to breed:
 Mare: _____ Registration # _____
 Breed: _____ Sire: _____ Dam: _____
 Owners Licensed Veterinarian: _____
 Address of Vet: _____
 Telephone number of Vet: _____

Breeding will be done by using the frozen semen supplied by Malouin Manor.

Fees:		Number of straws _____	at \$300 = _____
		Number of straws _____	at \$200 = _____
\$1050 per dose	Numero Uno	Number of doses _____	= \$ _____
\$1000 per dose	Lupicor	Number of doses _____	= \$ _____
\$ 950 per dose	Krack C	Number of doses _____	= \$ _____
\$ 850 per dose	OO Seven	Number of doses _____	= \$ _____
\$ 825 per dose	Jazz	Number of doses _____	= \$ _____
\$ 800 per dose	Santano	Number of doses _____	= \$ _____
\$ 725 per dose	Métall	Number of doses _____	= \$ _____
\$ 700 per dose	Inspekteur	Number of doses _____	= \$ _____
\$ 700 per dose	Magic Ronaldo	Number of doses _____	= \$ _____
\$ 700 per dose	Special D	Number of doses _____	= \$ _____
\$ 700 per dose	Jet Set D	Number of doses _____	= \$ _____
\$ 700 per dose	Olivi	Number of doses _____	= \$ _____
\$ 700 per dose	Houston	Number of doses _____	= \$ _____
\$ 650 per dose	Wynton	Number of doses _____	= \$ _____

Electronic Transfers - please include an additional \$15.00. Pay pal on web site also available to purchase with credit card or wire transfer

There are additional costs as outlined under shipping. These fees cover the cost of loading the shipper tank with liquid nitrogen, tank use, straw transfer, packaging for shipment, and shall include detailed instructions plus a return shipping label. A tank deposit is \$750.00 and can be added when ordering semen via the web site. www.malouin.net. You may use your Credit cards via pay pal or may send check to Malouin Manor. It is hereby understood that if, for any reason, these bills are not paid in a timely fashion, Malouin Manor will be unable to ship semen and will be entitled to whatever reasonable attorney's fees and costs as may be incurred in collecting payment.

MARE OWNER hereby understands that at least 48 hours advance notice must be provided to MALOUIN MANOR for semen loading and shipment (note that this means up to 48 hours prior to the time that MARE OWNER actually receives the semen and said mare can be inseminated). If less than 48 hours advance notice is given, the request will be accommodated if reasonably possible, but at the sole discretion of MALOUIN MANOR. Frozen semen can be stored almost indefinitely, so MARE OWNER is hereby encouraged to request shipments well in advance of the expected date of insemination.

Tank Loading: \$200.00 per shipment plus actual freight (includes tank rental), prepared return air bills, If your tank is used then the charge is \$100.

Buyer agrees to return shipping containers within 7 days following the arrival of each semen shipment by the *same transportation* service that delivered the shipment. A late fee of \$75.00 per day shall be assessed for each day beyond the 7 day return period for which the shipping container is not returned.

All of the above mentioned fees are payable upon execution of this contract. Buyer understands and agrees that no semen will be shipped by Malouin Manor until all fees have been paid in full.

The buyer understands and agrees to have the mare inseminated by a veterinarian experienced in equine reproduction. It is recommended that the vet will breed the mare within 6 hours of ovulation, and will strictly follow the frozen semen thawing and insemination protocol furnished with the semen. Frozen equine semen requires extreme care in handling and buyer understands that attempts to use frozen equine semen outside the controlled situation of the equine reproductive center can greatly reduce, or even prevent, chances of conception. It is highly recommended that only mares who are reproductively normal be used for insemination with frozen semen.

Owner agrees that only the Mares referenced in this agreement are to be bred with the supplied frozen semen and that insemination shall be administered by a licensed veterinarian.

Owner shall not inseminate other mares or offer the semen for such insemination without completing a separate contract with Malouin Manor and paying additional fees. Unauthorized use of the unused semen shall constitute a fraud, voiding the breeding certificate and entitling Malouin Manor to any and all remedies which may be available at law including any injunctions to prevent the Owner from utilizing the semen.

Procedures

A dose of frozen semen is defined as a single insemination unit, which contains a minimum of 300 million total normal packaged in .5 ml straws. The number of straws per dose varies from collection to collection.

Instructions to the veterinarian for thawing and inseminating the frozen semen are sent with each shipment; but we are not liable to the buyer for any errors, failed inseminations, failure of mare to conceive, failure of mare to reach term, diseases or injuries to mare, or any other mishaps attributable to frozen semen artificial insemination whether instructions were followed or not.

The buyer agrees to file an insemination and conception report to Malouin Manor. Veterinarian forms must be returned to Malouin Manor no later than **September 1** to meet the NA/WPN schedule for issuance of registration papers if foal is to be registered Dutch (KWPN).

Indemnity Clauses

The buyer understands that the Buyer agrees to assume all responsibility for the condition of the mare and shall bear all risk of loss, damage, of injury to the mare from any cause whatsoever and therefore agrees to hold Malouin Manor and stallion owner (seller), or any person employed by or associated with Malouin Manor or stallion owner (seller), harmless for any injury or illness to the mare associated in any way with breeding

with frozen semen provided by Malouin Manor.

The Buyer understands and accepts that in general frozen semen does not have as high fertility per cycle as live cover or transported cooled semen.

The Buyer specifically understands that Malouin Manor makes no warranties or guarantees either expressed or implied or by any means of interpretation in connection with this agreement. It is expressly understood by the buyer that Malouin Manor is acting only as a clearing house in **providing frozen semen as a service to breeders.** Buyer specifically understands that there is no live foal guarantee with this stallion. Buyer can inquire about LFG on other stallions that are represented by Malouin Manor unless the live foal guarantee is selected and further understands that Malouin Manor shall be held harmless for any errors, failed inseminations, failure of mare to conceive, failure of mare to reach term, diseases or injuries to mare or any other mishaps attributable to frozen semen artificial insemination.

The validity, construction, and enforcement of this Agreement shall be in accordance with and governed by the laws of the State of California, USA. Any litigation that may occur will be in the venue of Harmony, CA.

This Agreement may not be assigned or transferred by Owner, without the prior written consent of Malouin Manor. Malouin Manor may assign its rights and obligations under this Agreement, provided that it gives Owner 10 days written notice.

This Agreement, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of all the successors and permitted assigns of the Owner and Malouin Manor.

The parties agree that the terms and conditions stated herein set forth the entire agreement of the parties.

Mare Owner/Agent Signature: _____

Malouin Manor: _____

By: _____

By: _____

Date: _____

Title: Owner of Malouin Manor

Date: _____

Please Print Clearly or Type:

Mare Owner Name: _____ Address: _____

Telephone Number: (____) _____ Fax Number (____) _____

E-Mail: _____

Please print or type clearly. This is our major way of

communicating with breeders.

Name, Address and Telephone number of **where you want semen to be shipped.** **NOTE: shipping address must be a location address. Post Box address is not valid for shipment.**

Ship to: _____

Location Address: _____

City, State, Zip: _____

Telephone of receiver: _____

=====

For Office use only:

Check Number and date: _____ (attach copy)

or Fees electronically sent to bank on: _____

Contract received on : _____

Copy of contract sent to mare owner on: _____

Semen shipped on : _____

Breeding Insemination forms received on _____ (due on September 1)