

Malouin Manor Contract
15303 Del Rita Road
Banning, CA 92220
www.malouin.net
MerijaneM@aol.com
(909) 241-6334 (951) 849-4799 Fax
Frozen Semen Breeding Contract
Limited Live Foal Guarantee

Subject to the following terms and conditions, I the undersigned (hereafter "MARE OWNER"),

(name) (address) (phone)

hereby agree to breed the mare named _____
who is _____ age _____ Breed _____ Reg # _____
to the stallion named _____,
represented by Malouin Manor, P.O. Box 2412, harmony, Ca 93435 as **USA agents for frozen semen** (hereafter "AGENT and SIRE OWNER"),

during the _____ breeding season. In consideration for this breeding, MARE OWNER agrees to pay the stud fee as outlined below for each individual stallion, in full, in advance, as well as any additional charges involved for board, insemination and care costs, or for semen shipping, as specified in the Pacific International Genetics current fee schedule. I understand that I must return one signed and dated copy of this contract, the attached Mare ID form, the stud fee, and any applicable deposits on semen shipping containers, to Merijane Malouin, Malouin Manor, 15303 Del Rita Road, Banning, Ca 93435, USA to initiate this contract. Contract may be faxed to (951) 849-4799

I also understand that in order to retain rebreeding rights under the live-foal guarantee provision herein, that I must also return the completed and signed Veterinary Certificate of Insemination and Pregnancy Examination later each season for all breedings performed by shipped semen.

1) SIRE OWNER agrees that if the stud fee is paid, and should said mare subsequently, as a result of this breeding, not deliver a live foal, that can stand and nurse, the stud fee shall be carried forward for a second breeding season. A breeding season is the same as the current calendar year. The stud fee shall be carried forward only one season, however; thereafter this contract shall be deemed fulfilled even if said mare, or her substitute (see Paragraph 2), still fails to conceive or to deliver a live foal (or foals) the subsequent season. Should the stud fee charged by AGENT and SIRE OWNER change between the first and second year of this contract, MARE OWNER shall not be responsible for the difference prior to rebreeding. Once a live foal (or foals) has been delivered, and said foal or foals can stand and nurse unassisted, this contract has been fulfilled in its entirety by AGENT/SIRE OWNER.

2) Should the mare booked herein fail to conceive and carry a pregnancy the first season, substitution of another mare in her place may be allowed at the sole discretion of the SIRE OWNER.

3) The stud fee will be carried forward, and the live-foal guarantee is valid, ONLY if MARE OWNER has properly maintained the health of the mare, and verifies the mare's pregnancy loss, stillbirth, or newborn foal death by providing SIRE OWNER with an original, signed and dated veterinary certificate, on the veterinarian's own practice stationery, clearly stating the following:

- a) Identification of the mare named herein
- b) Verification of the loss of pregnancy or stillbirth
- c) Autopsy or other pertinent examination of mare, foal, and/or placenta with an explanation, if possible, for the abortion/stillbirth/foal death; and
- d) Verification that, in the veterinarian's best judgement, the mare was maintained in a reasonable state of health and under reasonable conditions, including all vaccinations and deworming as recommended by the veterinarian, including but not limited to vaccination against Rhinopneumonitis, and that monitoring of the mare around the time of foaling was adequate enough to reasonably detect and attend to any foaling difficulties.

AGENT must receive this certificate within thirty (30) days of the discovery of the mare's pregnancy loss or foal death, and in any case prior to further rebreeding of said mare or semen shipments to said mare.

4) It is further agreed that if either the sire or the mare to which this contract pertains should die, or otherwise become unfit for service PRIOR to the first breeding of said mare, by whatever means, then the stud fee, and any remaining deposits on semen shipping fees shall be refunded within thirty (30) days, and this contract shall then become null and void. Should the sire die or become unfit for service later in the life of this contract, and frozen semen is available to fulfill SIRE OWNER'S obligations under this contract, then MARE OWNER shall be so supplied with frozen semen as a replacement for other methods of breeding, subject to the deposits required per the then-current semen shipping fee schedule. Should the mare die or become unfit for service later in the life of this contract, then a substitute mare shall be allowed for the balance of the contract term, at SIRE OWNER's discretion.

5) Mares to be bred under this contract as donors for any embryo transfer attempt shall incur a higher stud fee than that applying to mares bred to carry their own foal. This stud fee is (1/3 higher) = \$_____, which takes into account the statistically expected percentage of viable embryos which either may not be recovered, or which do not transfer successfully, through no fault of the SIRE OWNER; thus reasonably compensating SIRE OWNER for the extra breedings thus required to still provide MARE OWNER with a live-foal guarantee for the donor mare (and her embryo recipient). In this instance, "mare" refers to EITHER the donor mare named herein, or to her embryo recipient, for the purposes of this contract. The embryo recipient must also be

identified on a Mare ID Form to initiate this contract. MARE OWNER hereby agrees and certifies that said embryo transfer(s) shall be performed by a licensed veterinarian knowledgeable and experienced in such procedures.

6) Recognizing that not all Breed Registries yet recognize the use of frozen and/or cooled semen, or embryo transfer, for the purpose of registering resulting offspring, it is the MARE OWNER's sole responsibility to inquire with whatever Registry(s) may be utilized in registering any foal or foals resulting from the execution of this contract as to the recognition of these procedures. AGENT may provide, to the best of his knowledge, consultation regarding individual Registry rules, but is not a final authority in those rules, and cannot be held responsible for knowledge of those rules, any changes therein, or for the ultimate registerability of any foal resulting from the execution of this contract.

7) For mares bred by frozen semen:

- a) There are additional costs as outlined in the current Semen Shipping Fee Schedule. These fees cover the cost of loading the shipper tank with liquid nitrogen, tank rental, straw transfer and preparation of shipping documents and packaging, any requested consultation with the receiving veterinarian, and preparation of return shipping documents.
- b) MARE OWNER hereby understands and agrees that in order to allow sufficient time for tank preparation and straw transfer, that at least 24 hours advance notice must be provided to Malouin Manor for semen shipment (note that this means at least 36 hours prior to the time MARE OWNER is able to inseminate said mare). Shipping is rarely possible on Sundays or Holidays. If storage facilities exist locally, we suggest shipping straws a week in advance, by two-day economy, which will avoid last-minute problems. If less than 24 hours advance notice is provided, the request will be accommodated if possible, but at the sole discretion of the Malouin Manor.
MARE OWNER is responsible for having their own veterinarian perform a breeding soundness exam on said mare, and for filing the results with AGENT prior to semen shipment. The uterine biopsy requirement may also apply.
- c) MARE OWNER is solely responsible for a 45 to 70 day pregnancy examination and the forwarding of results to SIRE OWNER.
- d) MARE OWNER and their veterinarian are responsible for explicitly following the instructions provided with each shipment for the proper handling, thawing, and use of frozen semen. Equipment required by MARE OWNER's veterinarian includes a temperature-controlled thawing bath, liquid nitrogen, styrofoam box, straw tweezers, incubator, and AI supplies normally used with horses.
- e) Any additional charges exceeding the deposit shall be paid by MARE OWNER in timely fashion, and any failure to do so will nullify the live-foal guarantee provision of this contract, and entitle SIRE OWNER to collect any and all attorney's fees and costs incurred in collecting payment.

8) In no case shall semen be shipped or said mare bred prior to acceptance of a properly read, completed and signed contract by AGENT/SIRE OWNER, including the payment by MARE OWNER of the required stud fee and shipping deposits. It is MARE OWNER's sole responsibility for timely delivery of all documents relevant to this contract to AGENT, and AGENT cannot be responsible for any failure of, or delay in, delivery, for whatever reason. Likewise, AGENT and his veterinarian cannot be responsible for any delays or failures in semen delivery outside of their immediate control.

9)

a) It is hereby understood and agreed that shipped semen, cooled or frozen, shall be delivered to the MARE OWNER's veterinarian, designated herein by MARE OWNER:

(name, shipping address, day and night telephone numbers)

b) All inseminations must be performed by a licensed veterinarian with expertise in equine artificial insemination. MARE OWNER is solely responsible for having said veterinarian complete, sign, and return the attached Certificate of Insemination and Pregnancy Examination to AGENT at the conclusion of each breeding season.

c) MARE OWNER hereby agrees that this contract requires MARE OWNER'S veterinarian to use a single dose of semen immediately post-ovulation, which in turn, requires that the mare be examined for ovulation frequently (several times per day). It is MARE OWNER'S sole responsibility to be sure that their veterinarian is aware of this requirement, and is both prepared and willing to check the mare accordingly. MARE OWNER understands that only one semen dose shall be shipped per estrus cycle.

d) When the mare in this contract is pregnant all unused doses must be returned to Malouin Manor as soon as possible by MARE OWNER.

10) This shall be a binding contract upon both parties when signed, and this agreement accepted by SIRE OWNER or his duly authorized agent named herein. This contract is then binding upon all heirs and assigns. The MARE-OWNER is buying the semen from the SIRE-OWNER in THE NETHERLANDS/IRELAND (Lux Z only). In the event of any controversy related to the scope of this contract, both parties voluntarily accept the jurisdiction of the courts in the Netherlands or Ireland (Lux Z only), hereby waiving any other national or foreign jurisdiction.

Any legal action required to enforce the terms of shipping costs in this contract shall be subject to the Laws of the State of California, with venue in San Luis Obispo County. The prevailing party in any dispute shall be entitled to all reasonable attorney's fees, court costs, and related expenses,

whether or not they are chargeable on a cost bill, as may be awarded by the court. It is agreed that the returned check charge shall be \$25.00.

I, the undersigned, do hereby certify that I am the MARE OWNER named herein, or a duly authorized agent or lessee thereof, and as such have the authority to enter into, and be bound by, this contract, as witnessed by my signature. I also certify that I have read and understand the terms of this contract and the attached fee schedules, seeking legal advice if I wished any clarification.

The mare named herein

is not to be bred for an embryo transfer attempt. I am hereby requesting breeding of the mare named herein to the sire named herein via FROZEN SEMEN, subject to the possible substitutions mentioned herein.

The mare-owner is buying the frozen semen from the stallion-owner in the Netherlands. In the event of any controversy related to the scope of this contract, both parties voluntarily accept the jurisdiction of the courts in the Netherlands or Ireland (Lux Z only), hereby waiving any other national or foreign jurisdiction.

Signed and dated in good faith:

MARE OWNER / AGENT (Circle)

Address

Phone

Date

Email

AGENT – Merijane Malouin 15303 Del Rita Rd, Banning, CA 93435 USA

MARE HEALTH FORM:

Mare's Registered Name _____ Birthdate _____

Breed _____ Registration # _____

Owner / Agent _____ Phone/Fax #'s _____

Address _____

Date Mare Due to Foal _____ Date Last Foaled _____

Maiden Mare? _____ Tentative Breeding Date _____

Current Uterine Culture Results _____

Current Uterine Cytology Results _____

Uterine Biopsy Results, if done (include date performed and attach copy of laboratory report) _____

Any prior retained placenta? _____ Any prior Caslick's? _____ Any prior abortion? _____

Any prior early embryonic loss? _____

Any past uterine infections? _____

Foaling damage or difficulty? _____

Does the mare cycle regularly? _____ Show heat well? _____

Any prior or current lameness problems? _____

Last three years bred were _____, _____, _____. Last three years foaled were _____, _____, _____.

Most recent vaccinations and deworming; dates and products: _____

I, the undersigned, do hereby certify that I am a currently licensed veterinarian in the State in which this mare resides, and that on this date I have examined this mare's physical and reproductive condition, including a uterine culture and cytology (if a non-maiden mare), and find her to be in good health, and in acceptable breeding condition.

Veterinarian's Name (please print) Signature Date
Telephone

STALLION LIST AND FEES

LUX Z	\$2000	_____
KARANDASJ	\$1250	_____
SCANDIC	\$1000	_____
TJUNGSKE	\$800	_____
OLIVER	\$800	_____
NUMERO UNO	€1700	_____
LUPICOR	€1500	_____

USD price calculated on day of sale.

Please enter your initials next to the stallion's name. Use a separate contract for each stallion.
Thank you for doing business with Malouin Manor