

# NORTH AMERICA BREEDING CONTRACT FOR BENE 476 SPORT

SIGNATURE FRIESIANS LLC, STALLION STATION  
564 E 1550 RD - BALDWIN CITY, KANSAS 66006  
BARN 785-594-3012 – FAX 785-594-2913 - PAM'S CELL 785-423-4024

Breeding Contract for the KFPS Approved Breeding Stallion Bene 476 sport owned by Carolyn Schian (“Stallion Owner”) standing at Signature Friesians Stallion Station.

This Breeding Contract is made between Signature Friesians LLC (“stallion station”) and \_\_\_\_\_ (“mare owner”) on this date \_\_\_\_\_, 2020.

The following FPS/FHANA registered mare known as \_\_\_\_\_, with the reg# \_\_\_\_\_ to be bred to the FPS Approved Stallion Bene 476 Sport, with the following terms and conditions for the 2020 Breeding Season.

1. Breeding season for Bene 476 sport will be from March 1st thru August 31<sup>st</sup>, 2020. Bene 476 sport will be offering Fresh Cooled Semen only through AI.
2. All Breeding Fees (*unless a Breeding Fee Payment Plan agreement has been approved*), and Collection Fees are to be paid before semen is shipped **for each mare**. No semen will be shipped unless a breeding fee has been pre-paid for the mare the semen is being shipped for or *unless a Breeding Fee Payment Plan agreement has been approved for each mare*. If semen is used for a mare not provided in this agreement you must immediately inform Signature Friesians Stallion Station and pay the breeding fee for that mare. Payment can be made by check, Visa, MasterCard, Discover or American Express. Mare owner must provide Signature Friesians LLC with a current credit card at all times in order to cover possible charges.
3. No semen will be shipped for any mare that has not provided us with a signed agreement.
4. Bene 476 sport to be bred to FPS Registered Mares only and semen to be used on only the mare provided in this agreement. This agreement can not be transferred or sold by mare owner unless permission is given by Signature Friesians LLC.
5. Mare owner is to provide Signature Friesians LLC with a copy of Mare’s registration papers and also fill out information page at the end of this agreement.
6. Breeding Fee to be \$1500.00 per mare for Bene 476 sport. No Multiple mare discounts.
7. Signature Friesians LLC assumes no responsibility for the loss of semen or semen viability caused by the carrier (FedEx). There will be no shipments on Tuesdays, Thursdays, Saturday, Sundays, Holidays or leading into a Holiday where FedEx is unavailable for overnight delivery. Signature Friesians LLC will file no claims on behalf of mare owner to FedEx for any reason. It is suggested that mare owners provide Signature Friesians with a FedEx # to use for shipment in case situation arises that a claim is needed and the mare owner will be able to do so on their own as the FedEx account holder.

8. Collection days will be Monday, Wednesday and Friday. Please call Barn number to order semen 785-594-3012. The collection fee will be \$235.00 plus FedEx priority overnight shipping (Collection and Shipping Fees to be paid to Signature Friesians LLC). Semen request are to be made by 5:00 pm CST the day prior to collection. Clients will still be charged the collection fee if semen has been ordered and already collected at the time of cancelation. No phone calls after 12pm CST on Saturday, Sunday's closed. For Monday orders, please call Saturday or you can email us, sigfrie@earthlink.net, on Sunday and we will respond to your request Monday morning.
9. Each shipment will contain one dose and only if all orders are filled and additional doses are available will there be a second dose included. Available doses are given in the order the contracts where received.
10. In most cases disposable shipping boxes will be used. If for some reason we run out of shipping boxes and must use the Equitainers, these shippers must be returned within 7 days or \$10.00 per day will be charged. It is recommended that mare owner's insure Equitainers for \$300.00. A charge to mare owner's credit card of \$300.00 will be made for a loss or damaged shipping container.
11. Canada shipments will be subject to extra cost of \$180.00 due to CFIA Regulations.
12. Embryo Transfers are only allowed with the permission of Signature Friesians LLC. If more than one pregnancy results from embryo transfers, you must immediately inform Signature Friesians Stallion Station and pay the additional breeding fee for each additional embryo.
13. The Mare owner will be given a Live Foal Guarantee which is defined as a newborn foal able to stand and nurse without assistance. Notification of loss either through absorption or death must be given to Signature Friesians LLC within 10 days of loss by a licensed Veterinarian. Mare owner will receive a return privilege for the 2021 breeding season only.
14. Mare owner will be able to download their Birth Announcement papers directly from KFPS website with their KFPS Membership # and password starting in 2016.
15. Mare owners must confirm for pregnancy approximately 15 days after ovulation and again at 45 days. Mare owner must make Signature Friesians LLC aware of the results.
16. Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a licensed veterinarian acceptable to Signature Friesians LLC. A breeding soundness exam is strongly recommended prior to shipping semen. Mares should be bred immediately upon shipment under the guidance and supervision of a licensed veterinarian. If the Mare has been open, Signature Friesians LLC may require the submission of a recent uterine culture certificate. If the Mare fails to settle after two cycles, Signature Friesians LLC may require the Mare Owner to obtain a current reproductive exam and uterine culture prior to any further shipments. Signature Friesians LLC, Matt and Pam Gish or Carolyn Schian can not be held responsible in any way for any illness or injury to a mare or to any other horse due to breeding to Bene 476 sport, nor for a mare's failure to conceive.
17. Mare owner shall not be entitled to a refund of fees paid hereunder except if the stallion should die or become unfit for service prior to serving the mare at least one time in the present breeding season.
18. This *Breeding Contract* must be in writing, and the parties agree that a fax copy or printable email version of the contract shall qualify as a "writing".
19. This contract shall be governed by the law of the state of Kansas and shall be binding upon the parties hereto and their personal representatives.

Mare: \_\_\_\_\_ Reg # \_\_\_\_\_

Mare Chip #: \_\_\_\_\_ **(must have)**

Name of Mare Owner: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Shipping Name: \_\_\_\_\_

Shipping Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Shipping Phone #: \_\_\_\_\_ FedEx #: \_\_\_\_\_ (optional)

Payment Method: (check one)       Check

Credit Card (Visa/ MasterCard/Discover/Amex)

Payment Plan (must fill out *Breeding Fee Payment Plan* agreement)

Even if paying by check we still must have credit card on file for collection and FedEx charges.

Name as appears on C.C.: \_\_\_\_\_

Address for C.C.: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVC2#: \_\_\_\_\_

By signing below I acknowledge that have read and agree to the terms and conditions set forth in this Breeding Contract for Bene 476.

Signature of mare owner: \_\_\_\_\_ Date: \_\_\_\_\_