

northeast **gypsy** legends, LLC
at

Sable Oak Equestrian Center

Mailing Address: PO Box 6499, Brunswick, ME 04011
207.443.3330 (office) ✦ 888-negypsy (toll free) ✦ negypsy@gwi.net (email) ✦
www.northeastgypsylegends.com

Shipped Semen Agreement

This Shipped Semen Agreement is made on _____, 20____ by and between **Kathryn G. Pears/Northeast Gypsy Legends, LLC located at 38 Bridge Road, Brunswick, Maine 04011 with a mailing address of PO Box 6499, Brunswick, ME 04011** (hereinafter referred to as the "Stallion Owner"), and _____ (Name), _____ (Street/Mailing Address) (hereinafter referred to as the "Mare Owner").

1. Mare. This agreement will apply to the following mare ("Mare"):

Registered name of mare: _____
Color and markings: _____
Breed _____ Breed Registry _____ Registration No.: _____
Year Foaled: _____

Is mare currently in foal? Yes No.

If yes, what is her last breeding date? _____ Anticipated foaling date?

2. Stallion. Subject to the other terms and conditions of this Agreement, Stallion Owner will ship Mare Owner semen from the following stallion ("Stallion") for the sole purpose of inseminating Mare.

Registered name of stallion: **BR King Rocky**
Breed: **Gypsy Drum**
Breed Registry: **Gypsy Cob and Drum Horse Association**
Registration Number: **FDI911085SPS**

3. Mare Owner's Representations and Warranties.

3.1 Mare's Health and Breeding Soundness. Mare owner represents and warrants that except as noted below, Mare is in perfect health, is sound and breeding sound and will continue to be in such condition at the time of any and all inseminations pursuant to this Agreement. Exceptions:

Mare owner agrees to provide Stallion Owner upon request with a true and complete copy of Mare's health records and breeding history for at least the 12 month period preceding the date of this agreement. Mare owner hereby grants Stallion Owner permission to obtain copies of veterinary records from any veterinarian who has treated Mare during the time that Mare Owner has owned Mare and/or sought veterinary care for Mare.

NOTE: It is highly recommended that Mare Owner have Mare examined by a licensed veterinarian prior to shipment of any semen and have a uterine (endometrial) swab culture and cytology (endometrial biopsy) performed to confirm that Mare is in sound breeding condition and free of any infection.

3.2 Ownership of Mare. Mare Owner represents and warrants that except for the following limitations, Mare Owner is the sole lawful and registered owner of Mare and has unlimited rights to care, custody, breeding and sale of Mare. Mare owner agrees to provide Stallion Owner with a complete, genuine and current copy of both sides of Mare's registration papers showing Mare Owner as the registered owner.

Mare Owner's Initials Signifying Agreement with Terms and Conditions of this Page: _____

Please list any limitations on ownership (lease, spouse with community property rights, horse purchased on installments, previous seller with right of first refusal, etc.):

3.3 Mare Owner's Use of Semen. Mare owner agrees that all semen shipped pursuant to this Agreement shall be used for the sole purpose of inseminating Mare. Mare Owner understands and agrees that other uses, such as inseminating an equine other than Mare, are material breaches of this Agreement and will terminate all rights of Mare Owner and obligations of Stallion Owner under this agreement.

3.4 Mare Owner's Responsibility to Monitor Mare's Fertility. Mare Owner understands that it is the Mare Owner's sole responsibility to monitor Mare's heat cycles and ovulation and to order shipped semen from Stallion Owner pursuant to Section 6.3.

3.5 Insemination. Mare Owner understands that insemination of mare with semen shipped pursuant to this Agreement may only be performed by a licensed veterinarian that is familiar with the procedure or a qualified AI technician. Mare owner will be solely responsible for all costs and expenses associated with insemination of Mare. In the event that the mare owner receives a collection which is dead, damaged or otherwise unsuitable for insemination, a credit will be issued to the mare owner's account only if the mare owner submits a claim in writing, with an included statement from the veterinarian or reproduction technician stating the reason for the claim. Such claim must be received by Northeast Gypsy Legends, LLC within 30 days of receipt of the collection in question. A refund may be denied if it is determined that the collection in question was ordered prematurely (received greater than 48 hours prior to the mare's ovulation).

3.6 Pregnancy Testing. At or around eighteen (18) days following each insemination of Mare pursuant to this Agreement, Mare Owner will arrange to have Mare checked for pregnancy. If Mare is determined to be in foal at the initial pregnancy check, Mare Owner will arrange to have the Mare checked for pregnancy again at forty-five (45) days following the applicable insemination. All such pregnancy testing shall be performed via ultrasound by a veterinarian licensed to practice in the state where Mare is located. Within seven (7) days of each pregnancy test, Mare Owner will deliver a copy of the veterinarian's report to Stallion Owner. Mare Owner is solely responsible for all costs and expenses associated with such pregnancy testing.

3.8 No substitution of Mare. Mare Owner understands that regardless of the circumstances, Mare Owner may not substitute another equine for Mare pursuant to this Agreement without the advance written permission of Stallion Owner. It will be in Stallion Owner's sole discretion whether to accept any substitute mare. If Mare becomes unavailable for breeding during the Breeding Season (as defined in Section 6.2) or dies before giving birth to a live foal and Stallion Owner does not approve the substitution of another mare, Stallion Owner will promptly refund the Breeding Fee to Mare Owner (but will not refund the Booking Fee or any fees paid by Mare Owner pursuant to Section 6.4).

3.9 Embryo Transfers. Mare Owner understands that transfer of any embryo resulting from semen shipped pursuant to this Agreement will require Stallion Owner's advance written permission. Failure to obtain such permission prior to the transfer will void the limited live foal guarantee set forth in Section 9. If embryo transfers result in more than one pregnancy, Mare Owner must pay the Stallion Owner the Booking Fee and the Breeding Fee for each pregnancy.

4. Booking Fee. For this contract to be valid, Mare Owner must deliver a booking fee of \$500.00 (the "Booking Fee") on or before _____, 20__ (the "Booking Date").

If Mare Owner fails to deliver the Booking Fee on or before the Booking Date, this contract will be null and void. The Booking Fee serves to reserve a breeding for Mare to Stallion and is therefore non-refundable. The Booking Fee is credited towards the breeding fee.

5. Breeding Fee. Mare Owner agrees to pay Stallion Owner a breeding fee of \$_____. Mare Owner understands and agrees that the Breeding Fee and Booking Fee must be paid in full before Stallion Owner will ship any semen to mare owner.

6. Semen Collection and Shipping. Upon proper notification from Mare Owner pursuant to Section 6.3, Stallion Owner agrees to use reasonable efforts to collect and ship Stallion's semen to the person specified in Section 12.3.

6.1 Preferred Collection and Shipping Days. Stallion Owner's preferred days for semen collection and shipping are Monday, Wednesday and Friday. *All semen orders must be received by 5 pm EST the day before the requested collection date!* Late orders or orders for days other than those specified above will be filled if possible. Stallion owner will notify mare owner by phone or mail of dates which the stallion will be competing during the breeding season and therefore not available for collection.

The authorized recipient for shipment requests:

Name: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Telephone Number: () _____ Fax Number: () _____

6.2 Breeding Season. Subject to other specifications in Section 6, dates available for semen collection and shipping will begin on January 1, 2007 and end on July 31st, 2007 (the "Breeding Season").

6.3 Delivery Service for Stallion Shipments. Stallion Owner offers only the following methods of semen shipment:
Mare Owner's Initials Signifying Agreement with Terms and Conditions of this Page: _____

Federal Express, UPS. When requesting semen shipment, Mare Owner must specify Mare Owner's preferred delivery method. If Mare Owner does not specify a delivery method, Stallion Owner will ship via Federal Express.

6.4 Fees for Collection and Semen Shipping Services. Mare Owner agrees to pay the fees for semen collection and shipping as set forth in Exhibit A at the end of the Agreement. All fees must be paid in full before Stallion Owner will collect or ship semen. Stallion Owner uses reusable containers to transport semen. In the event that reusable containers are not available due to prior shipments, the Stallion Owner retains the right to use a disposable container.

The Mare Owner agrees to pay the advance security deposit as set forth in Exhibit A on each container. If the container is not returned to the Stallion Owner within **forty-eight (48) hours** after receipt of the container, late fees will apply as set forth in Exhibit A. If the container is not returned to Stallion Owner within **five (5) days** after receipt of the container, Mare Owner will forfeit the entire deposit amount. If the container is returned in damaged condition, with damaged or missing parts, or if not returned in a clean and sanitary condition the Mare Owner will forfeit the entire deposit amount.

7. Unavailability of Stallion for Breeding. The following sections shall apply only in the event that Mare is not in foal pursuant to this Agreement at the time Stallion becomes unavailable for breeding.

7.1 Stallion's Death, Injury or Illness; Poor Semen Quality. In the event the stallion becomes unavailable for semen collection and shipment due to Stallion's death, injury or illness, or Stallion's semen is of poor quality or otherwise not viable for shipment, Stallion Owner will promptly notify Mare Owner and will refund the Breeding Fee and Booking Fee.

8. Responsibilities Upon Birth of Foal.

8.1 Mare Owner's Responsibility. Promptly upon Mare giving birth, Mare Owner shall notify Stallion Owner of the birth and provide Stallion Owner with such information and documentation as Stallion Owner shall request.

8.2 Stallion Owner's Responsibility. Upon receiving notice from the Mare Owner pursuant to Section 8.1 that Mare has given birth to a Live Foal (as defined in Section 9) as a result of Mare's insemination with Stallion's semen pursuant to this Agreement, Stallion Owner will provide Mare Owner with a breeding certificate or other documentation required to register Mare's offspring in the appropriate breed registry(ies). Until such time as Mare Owner has fulfilled all of Mare Owner's obligations pursuant to this Agreement, including payment in full of all fees and providing documentation pursuant to Section 8.1, Stallion Owner may refuse to provide documentation required to register Mare's offspring and may alert the appropriate breed registries that Mare's offspring should not be registered.

9. Limited Live Foal Guarantee. If Mare does not give birth to a Live Foal as a result of insemination with Stallion's semen during the Breeding Season, Mare Owner will have the right to request semen shipments for Mare pursuant to Section 6 during the range of dates specified by Stallion Owner in the calendar year following the Breeding Season. *A "Live Foal" is a newborn foal that stands and nurses without assistance and lives for a period of 24 hours or more after its birth.* Mare Owner agrees to pay such rebreeding fee as may be specified in Exhibit A.

9.1 Mare Owner's Notification Obligations. If Mare aborts during her pregnancy or gives birth to a foal other than a Live Foal, Mare Owner must so notify Stallion Owner within **five (5) days** of such abortion or birth and promptly provide Stallion Owner with such documentation as Stallion Owner may request.

9.2 Conditions that will Void the Live Foal Guarantee. The following conditions will void the limited live foal guarantee set forth in Section 9:

- i. Stallion becomes unavailable for breeding as described in Section 7, in which case the terms of Section 7 will apply.
- ii. Mare Owner's obligations pursuant to Section 9.1 are not fulfilled.
- iii. Mare Owner sells Mare to another party or parties.
- iv. Mare owner breaches any representations and warranties or fails to fulfill any obligations pursuant to Section 3.
- v. Mare's failure to give birth to a Live Foal is due to the actions or inactions of Mare Owner, or that of Mare Owner's agents, employees, contractors or family members, including the failure to vaccinate Mare.
- vi. Mare is not attended during foaling.

10. Payment Terms.

10.1 Acceptable Forms of Payment. All payments due to Stallion Owner must be made pursuant to one of the following methods: Cash, Cashiers' Check, Money Order, Bank Account Wire Transfer.

10.2 Changes in Fees. From time to time, Stallion Owner may change the fees set forth in Exhibit A upon written notice to Mare Owner. Mare Owner agrees to pay such revised fees.

10.3 Payment Due Dates. Mare Owner must pay the Booking Fee, the Breeding Fee and all fees due pursuant to Section 6 in full before Stallion Owner will collect or ship semen to Mare Owner.

10.4 Penalty for Returned Checks. If any check issued by Mare Owner to Stallion Owner is returned for insufficient funds, Mare Owner must immediately pay Stallion Owner cash in the amount of the check, plus any bank charges that Stallion Owner may incur as a result of the returned check.

11. Mare Owner's Assumption of Risks.

Mare Owner's Initials Signifying Agreement with Terms and Conditions of this Page: _____

11.1 Stallion Owner Not Responsible for Shipment or Collection Failures. Mare Owner understands that if Mare Owner does not request semen pursuant to the specifications of Section 6 and/or Mare Owner is in breach of, or has failed to fulfill obligations pursuant to, any portion of Section 3, Stallion Owner will not ship semen to Mare Owner. Mare Owner also understands that Stallion Owner may be unable to collect viable semen from Stallion from time to time because of illness or other reasons, and therefore Stallion Owner may be unable to honor one or more particular shipment requests from Mare Owner. When demand for semen shipment exceeds available supply, as may occur from time to time during the busiest times of the Breeding Season, Stallion Owner will honor requests for shipment in the order in which they are received and, as a result, Stallion Owner may be unable to honor one or more particular shipment requests from Mare Owner. Stallion Owner will use reasonable efforts to deliver semen shipments in accordance with Mare Owner's requests that comply with the terms of Section 6; however, Stallion Owner cannot be responsible for delivery failures due to delivery service error, weather, war, acts of God or other circumstances beyond Stallion Owner's control. Mare Owner agrees to hold Stallion Owner, Stallion Owner's agents, employees, shareholders, directors, family members and contractors (collectively, the "Stallion Owner Parties") harmless for any damages, including special and consequential damages, occurring in connection with failure of collection or shipment of semen.

11.2 Stallion Owner Not Responsible for Risks of Breeding Mare. Mare Owner understands that horse breeding is an inherently unpredictable activity, and that despite Stallion Owner's efforts, Mare may not be inseminated or become pregnant, Mare may become pregnant but not give birth, or Mare's foal may be stillborn, have defects or become ill, injured or die. Mare may also suffer injuries, illness or death in connection with insemination, pregnancy or foaling. Stallion's semen may not be of sufficient potency, quality, motility or viability to cause Mare to become pregnant. Mare Owner assumes all such risks and agrees to hold the Stallion Owner Parties harmless for any damages, including special and consequential damages, arising in connection with this agreement.

11.3 Stallion Owner Not Responsible for Genetic Traits or Conditions. Mare Owner also understands that Mare's offspring may inherit one or more undesirable genetic traits or conditions from Stallion. Mare Owner assumes all such risks and agrees to hold the Stallion Owner Parties harmless for any damages, including special and consequential damages, arising in connection with this Agreement.

12. Contact Information and Notices. Notices given pursuant to this Agreement must be **in writing** to the addresses below and delivered via a method that provides **evidence of receipt**, such as Federal Express.

12.1 Notice to Stallion Owner:

Kathryn Pears
 Northeast Gypsy Legends, LLC
 PO Box 6499
 Brunswick, ME 04011
 207-443-3330 (office) 1-888-negypsy (toll-free) 207-389-1590 (evenings) 207-468-0705 (cell)
negypsy@gwi.net (email)

12.2 Notice to Mare Owner:

Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Telephone Number(s): _____
 Fax: _____
 Email: _____

12.3 Shipping Information for Semen.

Name: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Telephone Number: _____

12.4 Changes of Address and/or Phone Numbers. Until all obligations under this Agreement are completed, each party shall have the duty to notify the other parties immediately upon a change in address and/or phone numbers. If a party does not provide the other parties with notice of such changes, a notice delivered to the last address given under this Agreement shall be considered proper notice provided that the other conditions of this section have been met.

13. Assignment or Transfer. No party may assign or transfer this Agreement without the prior written consent of the other parties.

14. Entire Agreement. This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

Mare Owner's Initials Signifying Agreement with Terms and Conditions of this Page: _____

15. Governing Law and Venue. This agreement shall be governed by the laws of Maine. The parties hereby agree that any legal action under the Agreement must be brought n Sagadahoc County, Maine.

16. Attorney’s Fees and Other Expenses. In any legal actions brought in connection with this Agreement, the prevailing party(ies) will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party(ies). For the purpose of this Section 16, “expenses” will include the following costs actually incurred by the prevailing party(ies): attorney’s fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

Stallion Owner:

Signature **Date**

Print Name

Mare Owner:

Signature **Date**

Print Name

Please sign in the space provided above, make and keep a copy for yourself, and return a copy to Northeast Gypsy Legends, LLC with a check for \$500 in payment of the non-refundable Booking Fee. The remaining balance is due in full prior to shipments being sent. A separate check in the amount of \$200 as Equitainer deposit should be included when sending the remaining balance. It will be held until container is returned in satisfactory condition and then returned to Mare Owner.

Exhibit A: Fees		
Services:		
Collection and packaging, per shipment	\$150.00	
Shipping and insurance fee, per Federal Express shipment	\$100.00	
Shipment and insurance fee, per UPS shipment	TBD	
Shipping and insurance fee, per other form of shipment		TBD
Charge for one-time use semen container	\$ 30.00	
Deposit on reusable semen container		\$200.00
Semen container late return fee, per day	\$ 20.00	

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