

Yancey Farms

Frozen Semen Breeding Contract, Paul Schockemoehle Hengsthaltung GmbH and Yancey Farms

U.S. Contract is for the 2020 Breeding Season

TERMS AND CONDITIONS

Mare Owner Name: _____ Phone: _____

Address: _____

Email: _____, hereby agrees to breed the
_____ (age), _____ (breed)
_____ (registration number),

Mare named _____

to the Stallion _____ managed for breeding
via frozen semen in North America by YANCEY FARMS, and owned by Paul Schockemoehle,
GmbH..

ALL breeding under this Contract is to be through FROZEN SEMEN from the above named Stallion. There will be only **ONE** insemination dose to be sent at a time, with a maximum of **TWO** doses of semen from the above named Stallion **to produce one foal**, even if that is over TWO breeding seasons. Repeat doses of semen will be sent out, one at a time, upon receipt of pregnancy status from the attending Veterinarian. **Early pregnancy scanning at 14 days is required in order to arrange for shipping of additional dose in a timely manner.** We require MARE OWNER and Veterinarian to use the **ENTIRE** insemination dose for one breeding in order to maximize the chance of conception/pregnancy. MARE OWNER is responsible for payment of EACH shipment for frozen semen delivery on subsequent semen requests.

Semen provided under this Contract may **NOT** be used to breed any other mare other than the MARE identified in this Contract OR to rebreed the MARE once a Live Foal has been produced OR a Recipient mare is confirmed in foal under this Contract.

MARE OWNER agrees to pay \$_____, in full, in advance, as well as any additional costs for handling (\$75 one time) and shipping (Fed Ex TBD at time of shipping, and at our "cost") from Yancey Farms, Texas.

A valid Credit Card on file with YANCEY FARMS is required for processing of shipments of semen.

MARE OWNER must return signed copy of this contract, the attached Mare ID Form and the breeding fee via US Post or email scan to YANCEY FARMS (information above).

MARE OWNER also understands that in order to retain rebreeding rights under this contract, the completed and signed Veterinary Certificate of Insemination and Pregnancy Examinations must be returned after each breeding attempt and at the completion of the current breeding season.

1) Should above named MARE fail to conceive and carry a pregnancy there may be substitution of another mare in her place by agreement only, with YANCEY FARMS and Paul Schockemoehle, IF there are remaining doses to be used.

2.) **EMBRYO TRANSFERS:** YANCEY FARMS must be notified at the execution of this Contract if MARE OWNER intends to use Embryo Transfer(s) as the means for producing a foal from this breeding. In the case that multiple embryos are recovered from the (Donor) MARE, the additional embryos may be transferred to multiple mares at MARE owner's discretion. However, the multiple pregnancies must be declared to YANCEY FARMS and Paul Schockemoehle not later than 14 days post implantation. An additional breeding fee of will be due for each additional pregnancy resulting from the transfer of multiple embryos from the same breeding. Once the MARE has conceived, and embryo(s) transferred successfully, there are no more rights for MARE OWNER to rebreed (Donor) MARE. If such is desired, a new Contract must be executed.

3.) **PREGNANCY STATUS:** MARE OWNER agrees to submit to YANCEY FARMS confirmation of the MARE's pregnancy at 28 days post ovulation. **If the mare is pregnant, then our contract is fulfilled and completed.**

4.) **BREEDING CERTIFICATE:** Upon written confirmation of pregnancy at 28 days, Paul Schockemoehle, GmbH will issue a Breeding Certificate for the appropriate registry. In the case of Embryo Transfers, no Breeding Certificate will be issued for additional pregnancies until any additional Breeding Fees have been received by YANCEY FARMS for Paul Schockemoehle, GmbH.

5.) **COMPLETE INSEMINATION DOSE REQUIRED:** this Contract requires MARE Owner's Licensed Veterinarian or Certified Technician to use the **ENTIRE**, ONE (1), insemination dose of frozen semen immediately post ovulation. It is MARE OWNER's sole responsibility to make sure that their Veterinarian is aware of this requirement, and is both prepared and willing to do the required breeding cycle maintenance of the mare for timely breeding. MARE OWNER understands that one **ONE** dose of semen will be shipped per estrus cycle.

6.) TERMS AND CONDITIONS PARTICULAR TO PAUL SCHOCKEMOEHLE GmbH:

- This purchase of a “breeding” from a stallion from Paul Schockemoehle is NOT a Live Foal Guarantee; it is a “Pregnancy at 28 days breeding”.
- Client (Buyer) is not authorized at any time to sell or give semen to another person or persons without prior consent of Yancey Farms and/or Paul Schockemoehle.
- Buyer must inform Yancey Farms and /or Paul Schockemoehle if they intend to transport semen from initial veterinary clinic to another.
- All empty straws must be sent back to Yancey Farms after use; a simple envelope or photo of used straws showing the date on the straws will suffice. *Stress this to your VET!
- Failure to comply with agreed upon stipulations and terms of sale will result in a contractual penalty of \$2,500
- ICSI is only allowed after prior agreement with Paul Schockemoehle. For this purpose a separate invoice will be sent for every embryo, regardless of whether it is frozen or transferred to a receiving mare.
- Buyer agrees that Paul Schockemoehle is authorized to receive information directly from their Veterinarian regarding performed inseminations, ET and ICSI results and to release to PS information about ICSI results obtained.
- If designated mare is not in foal after the two (2) inseminations, for whatever reason, or loses the pregnancy anytime during the pregnancy, the Owner of the mare (Buyer) has no rights or recourse against Yancey Farms or Paul Schockemoehle, GmbH.

7.) TERM AND TERMINATION: This agreement is valid for TWO breeding seasons or until both parties have met their obligations hereunder.

8.) HOLD HARMLESS: MARE OWNER assumes all responsibility for the care, custody, control and condition of their MARE throughout the breeding, pregnancy, foaling and suckling period, including all veterinary and other additional costs of breeding the MARE, and assumes all risk or damage to their MARE and to any resulting foal, whether by death, disease, injury, infection or otherwise. MARE OWNER agrees to waive any claims against, indemnify, release and hold harmless YANCEY FARMS, Paul Schockemoehle GmbH, their Directors, agents, assigns, employees from any claims, demands, damages, actions, suits, attorney’s fees and costs, obligations or liabilities of any kind that are in any way related to the MARE or to the breeding or insemination of the MARE.

9) **BINDING CONTRACT:** This shall be a binding contract upon both parties when signed, binding on all heirs and assigns. The MARE OWNER may not assign this Contract, or any interest in this Contract, to anyone else. This agreement stands in its entirety and may not be changed, modified or amended in whole or in part. This Contract shall be governed by and construed under the Laws of the State of Texas.

IN WITNESS WHEREOF, the Parties have entered into this Contract on the _____ day of _____.

YANCEY FARMS

MARE OWNER

By: _____ By: _____

Judy G. Yancey, dba Yancey Farms

163 Valentine Hill Ln

Fredericksburg, TX 78624

(800) 867-7021 – (352) 209-8770

judy@yancey-farms.com – www.Yancey-Farms.com



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PAYMENT

The Breeding Fee may be paid by check or credit card.

Shipping expenses must be paid for by credit card.

Name on Card: _____

Credit Card #: _____ Exp. Date: _____ CID Code: _____

Billing Address for Cardholder:

Signature of Cardholder: _____

PLEASE INITIAL YOUR SELECTION:

_____ I am enclosing payment for the breeding by check.

OR

_____ Charge the Breeding Fee to my credit card at this time.

SHIPMENT DESTINATION INFORMATION

Attention: _____ Phone: _____

Address: _____

Special Delivery Instructions:

Location? _____

Release without signature? _____

Email for Fed Ex tracking updates: _____

VETERINARY INFORMATION (if different than Shipment Destination)

Vet's Name: _____ Clinic Name: _____

Contact Info: _____

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Mare Breeding Passport

To be completed and returned to YANCEY FARMS for issuance of Breeding Certificate

MARE OWNER: _____

Stallion Used: _____

MARE INFORMATION:

Registered Name: _____

Age: _____ Height: _____ Breed: _____ Registration # _____

I, the undersigned Veterinarian, duly licensed by the State of _____, do hereby attest that, on the following dates, I artificially inseminated the above referenced mare with the frozen semen identified to me on the straws I used as the **Stallion named above**. I personally verified his name and have noted the collection date (lot #) on the straws that I used. (TAKE A PHOTO)

I also verify that I did use one **COMPLETE** insemination dose, as per Mare Owner's direction according to the Contract between Mare Owner and Yancey Farms and Paul Schockemoehle, GmbH.

I further certify that no other mare was inseminated with the semen of the **Stallion named above** that was designated for this Mare.

Lastly, that I am not an Agent for Yancey Farms and that I will indemnify and hold harmless Yancey Farms from any claims arising from negligent, improper or ineffective insemination by me.

Date Bred: _____ *Lot # used:* _____

Date Bred: _____ *Lot # used:* _____

Date Bred: _____ *Lot # used:* _____

