

Landon Equestrian LLC

2000 Edison Street

Santa Ynez, CA 93460

(818) – 269 – 5453

2024 BREEDING CONTRACT – SHIPPED SEMEN

Black Daniels

This Contract, established and signed on the _____ day of _____, 2024 (the “Agreement”), is a mutual agreement between:

Name: _____

Farm/Establishment Name:

Address: _____

Phone Number(s): _____ Email Address: _____

Fax: _____, hereafter designated as the “**Client**” (Owner of the Mare) and the Stallion's proprietor, **Landon Equestrian, LLC**, located at 2000 Edison Street, Santa Ynez, CA, 93460. This party will be referred to as “**LE**” in the subsequent terms of this contract.

1. Breeding Fee:

I, the undersigned **Client**, commit to breeding the Mare, _____, with Registration # _____, and of the Breed _____, to the Arabian Stallion, **Black Daniels** (“Stallion”), AHA*#618772, who is standing at **LE**, or under its appointed custodian. A breeding fee of \$3500.00 is agreed upon, applicable for the 2024 breeding season. (**Essential details such as the NAME OF MARE, REGISTRATION, and BREED must be identified to validate this agreement.**)

Please check line if Mare is: **Purebred** _____ **Half-Bred** _____ **Part-Bred** _____ (Part bred Mares are classified as Mares with a mix of different breeds or $\frac{3}{4}$ certain breed, such as a $\frac{3}{4}$ Arabian horse.)

Breeding Fee Payment:

A total of \$3,500.00 is required to be paid in full as a non-refundable fee at the time of executing this contract. \$500 of this fee is for the booking of the breeding (“**Booking Fee**”) and \$3,000 is for the **Stallion’s** stud fee (“**Breeding Fee**”).

The **Client** acknowledges and consents to the terms stipulated in this Agreement. The **Client** comprehends that for the execution of this contract to be valid, it must be duly signed, returned, and the **Breeding Fee** must be

paid in its entirety **BEFORE** the **Stallion's** semen (the "**Semen**") is dispatched. The **Client** is also aware that in addition to the **Breeding Fee**, all incidental costs associated with the **Semen** collection and delivery must be paid by **Client**, in full, either in advance or on the designated day of shipment of the **Semen**.

Any deviation or concession from this established policy can only be authorized by **LE**, in writing, at **LE's** sole and absolute discretion. If any exceptions are indeed sanctioned, the **Client** is obligated to compensate **LE** for all relevant charges, fees, services, and expenses as outlined in the Agreement, with payments being due upon receipt of the respective invoices from **LE**.

Special Terms (Agreed on between parties):

2. Embryo Transfer Terms

Please check box if **Client** will be using:

Embryo Transfer/Surrogacy: Yes or No

NOTICE: If the **Client** uses embryo transfer for this breeding, and this method leads to the birth of more than one living foal, the **Client** shall be responsible for extra **Breeding Fees** corresponding to the additional living foals produced. It is permissible to vitrify or freeze surplus embryos for subsequent utilization. Upon the vitrifying or freezing of surplus embryos, the **Client** is required to formally inform **LE**, in writing, detailing the quantity of embryos intended for preservation and the specific timelines planned for their eventual thawing and transplantation. **Client's** failure to inform **LE** of these surplus embryos will cause harm to **LE** and will entitle **LE** to an additional fee of \$3000 ("**Unreported Embryo Fee**").

3. ICSI Terms

The **Client** acknowledges that if the **Intracytoplasmic Sperm Injection (ICSI)** breeding technique is chosen to be employed according to the terms of this Agreement, such a decision must be declared prior to the transportation of any **Semen**. Failure by the **Client** to declare the utilization of this method before the breeding process, or not reporting the application of this method within 5 business days following the receipt of transported **Semen**, will provide **LE** with the right to charge an additional **Breeding Fee** (\$3,000.00 USD) per retrieved embryo, as well as revoke the **Live Foal Guarantee** (defined below) and/or **Transported Semen Certificate** necessary for the registration of resulting embryos. The **Transported Semen Certificate** is defined for the purposes of this Agreement as a form that verifies that the foal was created via transported semen and not frozen semen or embryo transfer. If the foal was created via frozen semen or embryo transfer, a different type of registration would be required.

The **Client** is also obligated to formally communicate in writing to **LE**, the status of any ensuing embryos when checked at 42-days in foal, concurrently submitting payment for additional **Breeding Fees** (each \$3,000.00) per confirmed embryo. Failure to accurately report these confirmed pregnancies at the 42-days in foal mark will require **Client** to pay **LE** an additional **Breeding Fee** and/or lead to the revocation of **Live Foal Guarantees** and/or the necessary **Transported Semen Certificates** for registration.

In situations where any retrieved embryos are kept frozen and not transferred to recipient mares during the 2024 breeding season, **LE** must be informed of this standing embryo count by November 1, 2024, for registration documentation purposes. A failure by the **Client** to notify **LE** within this stipulated timeline will require **Client**

to pay **LE** \$3,000.00 for each unreported embryo, as well as permitting **LE** to withhold essential certifications required for registration, at **LE**'s sole and absolute discretion.

4. Live Foal Guarantee and Re-Breeding Terms

A live foal, for the purpose of this contract, is defined as one that is able to stand and nurse for a minimum duration of 24 hours subsequent to its birth. Should the Mare fail to conceive, undergo an abortion to protect the health and life of the mare, based on the formal written recommendation of a licensed equine veterinarian, at any point post-confirmation of being in-foal to the **Stallion**, or in the unfortunate event that the foal is delivered lifeless ("stillborn") (collectively a "**Failed Foaling**"), **Client** is required to immediately notify **LE** of the **Failed Foaling** ("**Failed Foaling Notification**"). The **Failed Foaling Notification** must be made within 10 days of the **Failed Foaling** and in a formal written format, substantiated by a certified equine veterinarian's confirmation. Failure of **Client** to fully comply with the requirements of the **Failed Foaling Notification** will automatically and irrevocably terminate the **Live Foal Guarantee** (defined below).

In the event of a **Failed Foaling**, **LE** provides a **Live Foal Guarantee**, which obligates **LE** to work with the **Client** to get the Mare rebred using semen from the same stallion, during the same year of **Failed Foaling**, in hopes of her conceiving and delivering a **Live Foal** the following year, unless the **Client** makes a different decision for the Mare. The **Client** will be obligated to pay **LE** a \$500 **Re-Booking** fee, the same year of the re-breeding, in order to secure the **Client's** spot once again. No **Semen** will be shipped unless the **Re-Booking** fee is paid in full before the time of **Semen** shipment.

LE's Live Foal Guarantee is strictly contingent on the Mare being diligently maintained in an optimum physical condition throughout the pregnancy, including, but not limited to the ensuring that the Mare receives the necessary Rhinopneumonitis vaccinations at the 5th, 7th, and 9th months of gestation and is regularly dewormed, as authenticated, in writing, by a licensed equine veterinarian. Any deviation or negligence from these stipulated care protocols will result in the forfeiture of all **Breeding Fees** previously paid to **LE**, the automatic and irrevocable termination of the **Live Foal Guarantee** and invalidate **Client's** claim to a signed **Stallion Service Certificate** for the foal. A **Stallion Service Certification** as used in this Agreement is a certificate that is used during the event of foal registration to verify that the foal was created using the semen of the stallion stated on the paper, to furthermore prevent an untrue registration, where the foal was registered under the wrong stallion.

If all of the conditions of the **Live Foal Guarantee** are met by **Client**, **LE** shall facilitate the re-breeding of the Mare at the earliest convenience, based upon a qualified equine veterinarian's professional recommendation and protocols. While the re-breeding will not cause **Client** to incur an additional **Breeding Fee**, all other pertinent fees, such as those related to **Semen** transportation, administrative processing, and handling, will remain applicable and payable by **Client**.

In cases where a re-breeding is warranted pursuant to the **Live Foal Guarantee**, the **Client** may opt to breed the same Mare or may use an alternative Mare for the subsequent breeding attempt, within the same or the immediately following breeding season. This re-breeding right pursuant to the **Live Foal Guarantee** shall only be valid for the two (2) breeding seasons immediately following the initial breeding season which resulted in a **Failed Foaling** and is subject to all of the terms and conditions provided in this Agreement.

5. Death or Incapacity of Stallion

It is mutually agreed that if the Stallion unfortunately passes away or is rendered incapable of performing the breeding service, and the Mare fails to yield a live foal, this contract shall be nullified. However, the entirety of **Booking Fee** and **Breeding Fee** will be deemed non-refundable and will not be returned to the **Client**.

In scenarios where the **Stallion** is deceased or has become unserviceable, the **Client** maintains the privilege to opt for available frozen **Semen** to honor this contract. In such circumstances, and upon opting for frozen **Semen**, the **Client** concurs to receive a maximum allotment of four (4) frozen **Semen** straws. The shipment and storage expenses associated with these straws will be solely borne by the **Client**, culminating in the satisfactory completion of this contract.

Frozen **Semen** obtained due to the **Stallion**'s demise or incapacity is strictly non-transferable and prohibited from sale unless explicit written consent is procured from **LE**. Any subsequent pregnancies or utilizations of the procured frozen **Semen** beyond the boundaries of fulfilling the objectives of this contract will cause additional **Breeding Fees** to become due and payable to **LE** from **Client**.

LE reserves the exclusive right to allocate the stallion's presence at specific shows, promotional gatherings, or to outline necessary schedules, during which the stallion might not be available for semen shipment. The **Client** bears the responsibility of ensuring the **Stallion**'s availability during such periods by reaching out to **LE** at (818-269-5453) for accurate and up-to-date information.

6. Release of Liability

The **Client** acknowledges, authorizes, and assumes the intrinsic and specialized risks involved in the breeding of Arabian Horses utilizing transported semen. The **Client** comprehends that unforeseeable variables and unknown causes present risks, including the inability to achieve successful conception, and agrees to hold **LE/Stallion Owner** harmless from any and all losses or claims arising from **Client**'s breeding attempts. The costs associated with such setbacks are acknowledged by the **Client** as part of the normal risk and cost of doing business when breeding Arabian Horses.

LE disclaims any and all liability for any sickness, disease, estray, death, or injury experienced by the Mare or any resulting foal, or any other claims or causes of action whatsoever that may arise in connection with the breeding or any other services rendered to the Mare. The **Client** understands that **LE** does not offer any public liability, accidental injury, theft, or equine mortality insurance for the Mare or any potential foal and all associated risks are solely born and accepted by the **Client**.

Furthermore, the **Client** (including its assignees and affiliates) agrees to fully release **LE** and its affiliates from any liability concerning special, incidental, or consequential damages resulting from this Agreement and waives any and all rights to pursue such damages. Under no circumstances shall **LE**'s liability exceed the total fees paid by the **Client** under this Agreement. This Agreement may not be assigned or transferred to another individual or Mare without the express written consent of **LE**.

7. Miscellaneous Provisions/Terms

This Agreement represents the entire understanding between the parties and supersedes all previous oral and written negotiations and understandings concerning the subject matter herein. Amendments or modifications to this Agreement shall be effective only if made in writing, signed by both parties, and subjected to a 30-day notice.

The **Client** agrees to indemnify and hold harmless **LE** from any and all third-party claims, demands, actions, lawsuits, damages, costs, expenses, losses, or liabilities arising out of, or relating to this Agreement or the

services provided under this Agreement. Moreover, this indemnity extends to any claims connected to injuries to the Mare or any foal while in the custody of LE.

All communications or notices related to this Agreement must be made in writing and will become effective upon being properly addressed and deposited in the United States mail with adequate first-class postage.

The **Client** shall compensate **LE** for all incurred costs, fees, and expenses, including reasonable attorney fees and any federal, state, and local sales or use tax liabilities, except for taxes based on **LE's** net income.

In the event of a dispute regarding this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and disbursements, irrespective of whether a suit or arbitration is initiated. These costs can be claimed at trial, on appeal, in the enforcement of judgments, or in bankruptcy proceedings, whether voluntary or involuntary.

The Agreement can be executed in counterparts. If any provision is found unlawful or unenforceable, it will be severable, leaving the remainder of the Agreement valid and enforceable. The governing laws for this Agreement will be those of California, and any dispute arising will be settled by binding arbitration through the American Arbitration Association in Los Angeles, California. Arbitration will be conducted by a neutral arbitrator familiar with the equine industry, who will award attorney's fees and costs to the prevailing party.

8. Client has read and accepts all of the terms on each page of the contract.

Customer Signature _____ Date _____

Customer (Printed Name) _____ Date _____

LE Representative _____ Date _____

9. Shipping Information

Shipping Information for Landon Equestrian LLC

Black Daniels

Landon Equestrian, LLC

2000 Edison Street, Santa Ynez, CA 93460

Phone: (818) 269-5453 Email: brooke@landoneq.com

MARE OWNER OR LEASEE: _____

PHONE: _____ **MOBILE:** _____

MARE'S REGISTERED NAME: _____

BREED: _____ **REGISTRATION #:** _____

MARE'S DOB: _____ **COLOR:** _____ **(Sire x Dam):** _____

MARE MANAGER OR CONTACT: _____

PHONE: _____ MOBILE: _____

EMAIL: _____

FEDEX ACCOUNT NUMBER: _____ (not required)

FEDEX (next day delivery) _____ HOLD FOR PICKUP _____ SATURDAY DELIVERY _____

Or

AIRPORT (same day delivery) _____ AIRPORT CODE: _____

FEDEX SHIPPING ADDRESS:

SATURDAY DELIVERY ADDRESS
(If different):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

10. Credit Card Authorization Form – Shipped Semen

This form is used to authorize Landon Equestrian, LLC to charge your credit card for ongoing semen shipments.

Credit Card Information:

Credit Card Type:
____ MC ____ VISA ____ AMEX ____ Discover
Card Number: _____
Exp. Date: _____ Security Code: _____
Name on Card: _____
Credit Card Billing Address: (Where you receive credit card statements)
Street: _____
City: _____ State: _____ Zip Code: _____
Country: _____

AUTHORIZATION: I hereby authorize Landon Equestrian, LLC to charge for each semen collection plus shipping charges of Equitainer. Any late fees for Equitainer return, and/or Equitainer replacement fees, per the terms of the breeding contract may be charged to this card as well.

Email Receipt To: _____ **Date:** _____
Special Instructions:

I agree to pay the above credit card charges in accordance with the Card Issuer Agreement.

Cardholder Signature: _____ **Date:** _____

11. Summary Sheet/Checklist – Black Daniels

1. Complete Forms:

_____ Complete Breeding Contract _____ Complete Shipping
Information Sheet
_____ Complete Credit Card Authorization Form _____ Remit payment for
Non-Refundable Breeding Fee:

2. Purchase Breeding:

_____ Pay Balance of Stud Fee Due

CHECKS MADE PAYABLE TO:

Landon Equestrian, LLC

2000 Edison Street

Santa Ynez, CA, 93460

3. Shipping Fees:

The Credit Card Authorization Form MUST be signed and returned to Landon Equestrian, LLC before collections are shipped to cover the following expenses:

- a. Collection Fee: \$400.00
- b. Shipping Fees: Billed accordingly through FedEx
- c. Counter to Counter Air Shipping: Cost of Airline Ticket
- d. Courier Fee: \$200.00 for counter to counter

NO SEMEN WILL BE SHIPPED UNLESS BREEDING FEES HAVE BEEN PAID AND AGREEMENTS HAVE BEEN SIGNED AND RETURNED.

4. Order Collections:

- a. Call Brooke Landon (818) 269-5453
- b. Inform WHEN you want to receive your shipment
- c. Inform WHERE you want your semen to be shipped

REMINDER WEEKLY COLLECTIONS ARE 11:00 A.M. CST MONDAY, WEDNESDAY, AND FRIDAY. HOWEVER, 24 HOUR NOTIFICATION IS REQUIRED, and orders are fulfilled on the basis of ***FIRST CALL, FIRST SERVED*****. LONDON EQUESTRIAN LLC WILL NOT GUARANTEE AN EFFICIENT SERVICE/SEMEN SHIPMENT UNLESS 24 HOUR NOTICE IS GIVEN TO WHEN YOU NEED YOUR SEMEN SHIPPED.**

5. Return Equitainer:

- a. Return Equitainer and its contents within three (3) business days to:
Landon Equestrian, LLC
2000 Edison Street
Santa Ynez, CA, 93460

6. Pregnancy Check:

- a. Please notify **Landon Equestrian, LLC** by calling Brooke Landon (818) 269-5453 or emailing brooke@landoneq.com when your mare has checked in foal.