

PA MCKOY "ICSI ONLY" BREEDING AGREEMENT

This agreement made this _____ day of _____ 20_____, is by and between:

Melinda Roberts ("Owner")
40 Montadale Drive, Princeton, NJ 08540
609.902.1749
m.a.roberts525@gmail.com

AND

Name: _____ ("Customer")

Address: _____

City, State, Zip: _____

Phone Number: _____

Email: _____

1. STUD FEE: Customer hereby acquires the right to breed their mare to PA MCKOY (AHA #666142 during the 2024 breeding season or any time thereafter. The 2024 breeding season commences January 1, 2024 and ends December 31, 2024. The stud fee in connection with any breeding agreement entered into prior or during that period relating to PA MCKOY shall be \$_____.

2. FEE SCHEDULE: The stud fee is payable as follows:

- a. A nonrefundable fee of one half the stud fee (the "Booking Fee") is due at the signing of this agreement. The Booking Fee will be a part of the entire stud fee.
- b. 25% of the balance of the stud fee is due prior to the first shipment of semen.
- c. The remaining 25% balance of the stud fee is due upon mare checking in foal at 60 days.

3. COSTS OF COLLECTION AND TRANSPORT: This breeding is available by ICSI ONLY. Owner will bear all costs of collecting, freezing, storing and shipping semen. Exception: This breeding is available for cooled semen transport for two weeks only during March 2024 (exact dates to be coordinated by trainer, owner and purchaser). The purchase of any breeding shall, however, be made on the assumption that the sole practicable breeding option is via ICSI.

4. GUARANTEE OF ADDITIONAL SHIPMENT: Owner guarantees the shipment of additional frozen semen per the above conditions in the event that the original shipment fails or is otherwise deemed insufficient.

5. TRANSFER: The breeding is transferable to any party, on a one-time basis only, as the Customer shall designate. Any such breeding shall remain subject to the terms and conditions of this agreement. The party the breeding is transferred to, if any, shall not have any further rights of transfer.

6. REBREED: If the mare fails to conceive or to produce a “live foal” in the first year of breeding, a \$500.00 rebreed fee will be charged and payment in full shall be required before the shipment of frozen semen the next year frozen semen is ordered. The condition that the purchased breeding be by ICSI only applies to this paragraph 6.

7. STALLION GAURANTEE: Should PA McKoy be unavailable for medical reasons, including infertility, to provide frozen semen for purposes of ICSI, the Customer shall be refunded all fees paid to date (including the Booking Fee).

8. REGISTRATION: The Customer will be responsible to contact Owner for a Transported Semen Certificate or proper signature which is required for foal registration. If all fees are not paid in full, the Transported Semen Certificate or proper signatures will be withheld until customer has paid in full and is in good standing with Owner.

9. ACKNOWLEDGEMENT: This contract must be signed and returned within 60 days of the contract date along with the Booking Fee and is otherwise void. The Customer agrees to complete and return the included insemination information forms in the returned shipping container.

10. NONASSIGNABILITY: Clients may not assign any rights or delegate any duties under the contract without written consent of Owner. Except as explicitly specified in paragraph 5 above (“Transfer”), this breeding is NOT transferable to another person and must be used for the breeding season, if any, specified in the contract.

11. ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION AND ATTORNEY’S FEES: This contract contains the entire understanding of the parties concerning this subject matter and may be modified only in writing. Headings are for convenience only and not part of the Contract. The invalidity of unenforceability of any terms or provisions shall not affect the validity remaining provisions. This contract shall be construed in accordance with the laws of the state of New Jersey. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in the state of New Jersey. If a lawsuit is filed with respect to the Contract the prevailing party shall be entitled to collect all reasonable attorney’s fees and cost. Customer fully understands, authorizes, and assumes the special risks inherent in breeding horses with the use of transported semen. Customer also understands the risk of failure due to many variables and unknown causes and shall not hold Owner responsible for any losses suffered or unsuccessful attempts at conception.

Customer has read, understands and agrees to all items and conditions of the agreement.

Customer: _____ Date: _____

Owner: _____ Date: _____