

**ENTOURAGZE  
FROZEN SEMEN BREEDING AGREEMENT**

<b>"STALLION"</b>	ENTOURAGZE, AHA# 651473	
<b>"MARE"</b>	NAME	
	BREED	
	REGISTRATION #	
<b>VETERINARIAN</b>	NAME	
	PHONE	
	ADDRESS	

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Shuster Arabians, LLC ("Shuster Arabians"), and the Client ("Client"):

<b>NAME</b>	
<b>ADDRESS</b>	
<b>PHONE</b>	
<b>EMAIL</b>	

Shuster Arabians, owner of the Stallion, agrees that it will provide frozen semen to Client for use in inseminating the Mare.

**1. Fees.**

- a. The Frozen Semen Breeding Fee for the Stallion is **\$2,500.00**. This breeding fee entitles Client with up to **two breeding doses of frozen semen**, as determined by Shuster Arabians' veterinarian. Additional doses may be purchased for a fee of **\$250.00 per breeding dose** at the discretion of Shuster Arabians, not to exceed a total of four breeding doses. The Breeding Fee shall be payable as follows:
  - i. \_\_\_\_\_ Option 1: The total breeding fee is payable upon signing of this contract and prior to the first shipment.
  - ii. \_\_\_\_\_ Option 2: The breeding deposit of \$1,000.00 is payable upon signing of this contract. The remaining \$1,500.00 is payable prior to first shipment.
  - iii. \_\_\_\_\_ Option 3: This is a donated breeding. The breeding fee for this breeding is waived. All other fees will remain the same.
- b. Shipping fees (including return of the container and return of any remaining frozen semen) and refundable shipping tank deposit(s) as may be required by the semen storage/shipping facility. Client is responsible for contacting, requesting, and payment of these fees to semen storage/shipping facility.

2. The Breeding Fee entitled Client to inseminate the Mare identified above. Once a successful pregnancy occurs in the Mare, no further frozen semen may be used to inseminate any additional mares. Any unused portion of the frozen semen remains in the ownership of Shuster Arabians.

3. Client must obtain advance written permission, evidenced by a new and fully executed contract and paid Breeding Fee paid in advance prior to using any additional semen. Failure to do so violates the terms of this Agreement and may possibly result in Client's inability to register any offspring.

4. Any unused straws will be returned to the semen storage/shipment facility at the Client's expense, unless otherwise agreed to in writing by Shuster Arabians.

5. The Breeding Fee does not include a pregnancy or live foal guarantee. Shuster Arabians makes no guarantees or warranties, express or implied, as to the fertilizing capacity of any semen provided or that additional breeding doses will be available beyond this agreement.
6. Shuster Arabians will provide frozen semen from the Stallion identified in this contract, and makes no other guarantee of the condition of the semen once the semen has left the semen storage/shipping facility. Client is responsible for insuring proper handling, storage, and insemination of the semen into the Mare.
7. Client is responsible for sending a request of semen shipment to the semen storage/shipping facility and for contacting Shuster Arabians for an authorization of shipment. Semen will not be shipped by any semen storage/shipping facility without an authorization from Shuster Arabians. Authorizations of shipments will only be made Monday through Friday during business hours.
8. A Breeders Certificate will be issued upon notification to Shuster Arabians of the birth of the foal and the breeding fee and all expenses have been paid in full. This Agreement constitute the entire agreement between the parties with respect to the matters contained herein and supersedes all written or oral agreements, understandings, representations, negotiations and correspondence between the parties. This Agreement shall not be supplemented, amended or modified by any course of dealing, course of performance or uses or trade and may only be amended or modified by a written instrument duly executed by the parties hereto.
9. Should frozen semen become not available, due to lack/or loss due to unforeseeable circumstances, before Mare is first serviced pursuant to this Agreement, this Agreement shall be terminated and Shuster Arabians will return the portion of the breeding fee paid by Client. Should frozen semen become not available, due to lack/or loss due to unforeseeable circumstances, after servicing of Mare and Mare Owner has not received entitled doses pursuant to this Agreement, then Stallion Owner shall return the proportional breeding fee paid by Client for the doses not received, less any outstanding amounts due.
10. Client shall hold Shuster Arabians and its agents, servants and employees, harmless for any death, sickness, disease, accident, theft, death or injury which may be suffered by the Mare and or her foals, as well as from any consequential damages arising there from, as well as from any other cause of action whatsoever arising out of, or connected in any way with the activities undertaken hereunder, regardless if the same results from Stallion Owner's own negligence.
11. Stallion Owner shall have a lien on the mare and any foal for unpaid services arising from this agreement.
12. This Agreement is (a) non transferable and must be used for the season and Mare specified; (b) shall be binding upon parties, their heirs, agents, personal representatives, executors, administrators, successors, and assigns; (c) is governed by an shall be construed under the laws of the state of Michigan; (d) constitutes the entire agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties.

The Parties hereto understand and agree to comply with the terms and conditions as set forth in this Agreement.

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CLIENT SIGNATURE

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Devon Shuster

SHUSTER ARABIANS, LLC

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CLIENT PRINTED NAME