

**DOUBLING GAP RANCH, LLC  
CONTRACT FOR FROZEN/COOLED SHIPPED STALLION BIOLOGICAL PRODUCTS**

<b>Stallion Owner</b>	<b>Doubling Gap Ranch, LLC</b>
Individual/Entity	Pennsylvania Limited Liability Company
Registered Address	98 Hill Lane, Newville, Pennsylvania 17241
Contact Phone	(717) 554-5027
Contact Email	johnpaulbilbrey@gmail.com; carribilbrey@gmail.com

<b>Mare Owner</b>	
Individual/Entity	
Registered Address	
Contact Phone	
Contact Email	

<b>Stallion Registered Name:</b>		<b>Sire:</b>	
Breed Association and Registration Number:		<b>Dam:</b>	
Foaling Date:		<b>Color:</b>	

<b>Approved Mare Registered Name:</b>		<b>Sire:</b>	
Breed Association and Registration Number:		<b>Dam:</b>	
Foaling Date:		<b>Color:</b>	

Breeding Season:		Effective Date: ___/___/___	Purchase Price: \$ _____		<ul style="list-style-type: none"> <li>• Frozen Semen</li> <li>• Cooled Semen</li> </ul>
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**This Contract for the Purchase of Frozen/Cooled Semen** (herein referred to as the “**Agreement**”) is made, executed and delivered as of the date first written above (herein referred to as the “**Effective Date**”) between the Parties, as identified above (herein referred to as the “**Stallion Owner**” and the “**Mare Owner**”, respectfully, and also referred to as the “**Party(ies)**”).

**Section 1. Term.** This Agreement shall become effective as of the execution of this Agreement, referred to as the “**Effective Date**” and shall endure throughout the Breeding Season, as defined above, which shall run from February to July of the Breeding Season. The Term may be extended for one (1) Return Season, subject to Section 5 below.

**Section 2. Approved Mare.** Doses of Stallion Biological Products will only be sold and shipped to approved mares, which Stallion Owner has the sole discretion in approving mares. Mare Owner shall

provide Stallion Owner with photocopies of the front and back of the mare's registration papers to Stallion Owner prior to entering into this Agreement. Stallion Owner is unable to approve any mares without a prior review of the registration papers.

**Section 3. Collection Services.** Stallion Owner, through a separate third-party agreement, has agreed to utilize the collection services of Select Breeders Services (herein "SBS"), located at 961 Cayots Corner Road, Chesapeake City, Maryland 21915. Mare Owner understands and agrees that all semen collection shall occur at the SBS location and that Stallion Owner and SBS have executed such separate agreement. Mare Owner further understands that SBS may require a contract between itself and Mare Owner, governing matters such as shipping and storage facility fees, which shall be considered a separate, third-party agreement.

**Section 4. Purchase Price and Fees.** Mare Owner agrees to pay to Stallion Owner the total fee of \_\_\_\_\_ and 00/100 (\$ \_\_\_\_\_,00) which shall include one (1) Dose (herein referred to as the "Purchase Price") and shall be paid as follows:

Deposit - \$ \_\_\_\_\_, due on the Effective Date  
Balance - \$ \_\_\_\_\_, due within three (3) days of birth of Live Foal

The Deposit of the Purchase Price must be paid in order for this agreement to become effective and shall be paid in the form of \_\_\_\_\_. Mare Owner understands that the Purchase Price is non-refundable, except as provided for in Section 10. In the event a Live Foal does not result from the first Dose, Stallion Owner may provide a second dose, which shall be a Stallion Owner's discretion.

**Section 5. Mare Heat and Doses.** Mare Owner agrees that immediately upon the commencement of Mare's heat, its veterinarian shall provide timely, telephone or email notice to SBS or as Mare Owner's contract with SBS directs, to ensure that SBS is able to ship the Dose within the optimal breeding time frame. Such Dose will be shipped by SBS, and each shipment will provide Mare Owner with one (1) Dose of frozen or cooled semen from the Stallion (the "Dose"), as identified above, not to exceed two (2) doses per Breeding Season. Mare Owner understands that the number of straws comprising a Dose shall be calculated at the absolute discretion of SBS using currently recognized industry standards. In the event the Mare heat cycle does not align to allow for the second Dose within the breeding season, Stallion Owner may elect to sell the second Dose to Mare Owner in the following breeding season. Second Doses are not included in the Purchase Price herein.

**Section 6. Live Foal.** It is the express intention and goal of Stallion Owner to produce viable and healthy foals, and being such, Stallion Owner may offer a second breeding attempt, under the Purchase Price above at Stallion Owners sole discretion. For the purposes of this Agreement, a Live Foal is defined as a foal that stands and nurses without assistance for twenty-four (24) hours (herein referred to as a "Live Foal"). In the event the Mare aborts or fails to produce a foal that meets the requirements of a Live Foal herein, Mare Owner agrees to provide SBS and Stallion Owner with a veterinary certificate of such within seven (7) days. In the event Mare Owner chooses to attempt a second Dose, and Stallion Owner elects to provide the second Dose, the Parties shall execute the form found in **Exhibit "A"**. In the event Stallion Owner elects to provide a second Dose, SBS will ship the Dose upon timely notice of Mare's heat. In addition to the fees for the second does, Mare Owner will be responsible for any fees due to SBS, including but not limited to, shipping costs, container rental and return of container. Mare Owner understands that a second Dose is not guaranteed.

In the event the Mare does not produce a Live Foal through the first two (2) Doses, then the right to rebreed to the Approve Mare is cancelled and the Stallion Owner is released from any further obligation whatsoever.

**Section 7. Mare Owner Responsibilities.** Mare Owner agrees to be solely responsible for the following:

**7.1 Mare Registration Papers.** Mare Owner shall provide Stallion Owner with photocopies of the front and back of the registration papers of the Mare. Mare cannot be approved for breeding until such papers have been received.

**7.2 Uterine Culture.** Mare Owner shall provide SBS and Stallion Owner the results of a pre-breeding swab (the "Uterine Culture") in order to rule out infection that may result in wasted heat cycles and Doses. Neither the first Dose or the optional second Dose will be shipped without proof of a clean Uterine Culture.

**7.3 Licensed Veterinary Center.** SBS and Stallion Owner agree to ship the Dose to licensed veterinary centers specializing in equine reproduction, namely artificial insemination. Mare Owner shall be solely responsible for choosing a qualified veterinary center and for delivering the Mare to such veterinary center and boarding the Mare at the center at all times required to adequately prepare for insemination and after insemination until the veterinarian approves release of the Mare. Mare Owner understands that Doses will not be shipped to any other location. In the event the first dose was injected outside of a licensed veterinary center, Mare Owner forfeits its right to any further Doses.

**7.4 Shipping Arrangements; Handling of Doses.** Mare Owner is responsible for all arrangements for the shipment of the Doses to the designated destination, which coordination shall be through SB and not the Stallion Owner. Stallion Owner makes no warranties nor assumes liability for any damages resulting from the condition, storage, or shipment of the Doses. Mare Owner agrees to observe and to ensure its veterinarian observes the ordering and administration protocols for the shipment and handling of Doses as directed by SBS. Stallion Owner assumes no liability for failures of SBS, shipping services or Mare Owner's veterinarian.

**7.5 Notice of Heat.** Mare Owner is solely responsible for ensuring that its veterinarian provides SBS with notice immediately upon confirmation of Mare's heat. This requirement shall apply for both the first dose and the second dose, if any. Mare Owner further agrees that it will follow any procedures for the notice of Mare's heat, as may be required by a third-party contract with SBS.

**7.6 Notice of Failure.** Within seven (7) days of confirmation of the Mare's failure to conceive, or within seven (7) days of Mare aborting a fetus or foaling what does not amount to a Live Foal, Mare Owner is solely responsible for providing SBS and Stallion Owner with a veterinarian's certificate of such.

**7.7 Rhinopneumonitis Program.** Mare Owner shall ensure its veterinarian has Mare on a proper program for booster rhinopneumonitis vaccinations, which must be administered as indicated by the drug manufacturer as the Mare progresses through pregnancy.

## **Section 8. Warranties and Covenants.**

### **8.1 Mare Owner's Representations, Warranties and Covenants.**

(a) Mare Owner represents and covenants that it is the sole owner of the Mare, as identified herein. Mare Owner further represents and covenants that the Mare has no claims to ownership by any third parties, no liens or encumbrances by third parties, and that there is no claim or cloud on ownership or legal title of the Mare. Mare Owner covenants that it shall not allow any liens or encumbrances to be placed on the Mare during the Term, or during the return

season, if applicable. In the event the Mare Owner is not the sole owner of the Mare, Mare Owner represents that it owns a fractional amount of the Mare and has the legal ability to execute this Agreement;

(b) Mare Owner warrants the identification of the Mare, as identified through the registration papers, as provided herein;

(c) Mare Owner represents that to its knowledge, the Mare does not have any health or physical conditions presenting breeding challenges;

(d) Mare Owner warrants that it will ensure the healthful condition and breeding soundness of the Mare prior to and after insemination. Stallion Owner assumes no liability for any reaction of the Mare to the frozen semen;

(e) The execution, delivery and performance of this Agreement by Mare Owner shall not violate any laws, regulations, orders, decrees or agreements binding upon or affecting the Mare Owner, the Mare or this transaction.

## **8.2 Stallion Owner's Representations, Warranties and Covenants.**

(a) Stallion Owner represents and covenants that it is the sole owner of the Stallion, as identified herein;

(b) Seller warrants the name, sire, dam, foaling date and Registration Number of the Stallion, as provided herein;

(c) The execution, delivery and performance of this Agreement by Stallion Owner shall not violate any laws, regulations, orders, decrees or agreements binding upon or affecting the Stallion Owner, the Mare or this transaction;

(d) Stallion Owner warrants that the Stallion is free from contagious or infectious disease and in good health;

(e) Stallion Owner covenants to Mare Owner that it will provide additional documentation reasonably required to complete the registration of the resulting foal with the Arabian Horse Association.

## **Section 9. Transfer.**

**9.1 Mare.** The Stallion Doses herein are being sold expressly for breeding to the Mare, as above identified, and Mare Owner shall not inject any other Mare with any Dose, except as agreed upon in writing by all Parties herein.

**9.2 Third Party Sale.** Mare Owner shall not sell or in any way transfer the Doses, as herein identified.

**9.3 Embryo Transfer.** If the Mare is an embryo transfer donor, this must be stated in writing to Stallion Owner prior to breeding of the Mare. Stallion Owner reserves the right to deny sale of Doses for any reason.

**9.4 Transfer of Mare before Insemination.** This Agreement is non-transferrable, and in the event the Mare Owner transfers ownership of the Mare or its interest in the Mare prior to the completion of the first Dose, Mare Owner forfeits its right to the first and second Doses and may not transfer any rights in the first or second Doses to Mare transferee nor will Mare Owner receive a refund.

**9.5 Transfer of Mare after Insemination.** In the event the first Dose does not result in a Live Foal and Mare Owner transfers ownership of the Mare or its interest in the Mare prior to receiving the second Dose, Mare Owner forfeits its right to the second Dose and may not transfer any rights in the second Dose to Mare transferee nor will Mare Owner receive a refund.

## **Section 10. Breeding Certificate and Registration Certificate.**

**10.1 Breeding Certificate.** A Breeding Certificate shall be issued to Mare Owner upon the completion of the following:

- (a) All fees have been paid to Stallion Owner and SBS; and
- (b) Mare has been confirmed in foal via ultrasound by a licensed veterinarian at fifteen (15) days and again at forty-five (45) days after breeding and upon veterinary certificate of such sent to Stallion Owner.

In the event all fees are not paid in full, Mare will not be included on the breeding report and Stallion Owner will not provide documentation required for the resulting foal's registration.

**10.2 Registration Certificate.** Upon payment in full, Stallion Owner agrees to execute all documents necessary to complete the registration of the resulting foal. Stallion Owner shall not be responsible for registration of the resulting foal.

**Section 11. Termination.** This Agreement may be terminated in a manner as follows:

**11.1 Termination with Refund.** This Agreement shall terminate, and Mare Owner shall receive a refund upon the following events:

- (a) The Stallion becomes infertile and is unable to produce the first Dose;
- (b) The Stallion becomes sick or injured prior to the collection, making semen collection too dangerous to his health;
- (c) The Stallion dies prior to collection;
- (d) Prior to shipping the Dose, Mare becomes sick or injured, making pregnancy too dangerous to her health, which shall be confirmed through veterinary certificate;
- (e) Prior to shipping the Dose, Mare dies, which shall be confirmed through veterinary certificate.

Upon the occurrence of any of the above-events, the Parties agree to contact the other Party within seven (7) days of such event through written notice. Upon such notice, Stallion Owner shall refund Mare Owner within thirty (30) days of receiving such notice. Upon Mare Owner's receipt of the refund, the Parties shall have no further obligations to each other.

**11.2 No Refund Termination.** This Agreement shall terminate, and Stallion Owner shall retain the Purchase Price upon the following events:

- (a) Mare Owner's breach of any term of this Agreement;
- (b) Mare is bred to another Stallion prior to insemination with Stallion's Dose herein;
- (c) Mare fails to produce a live foal after the first Dose or after the second Dose if approved by Stallion Owner.

**11.3 Stallion Owner Termination.** Stallion Owner reserves the right to terminate this Agreement at any time. If such termination is not due to an event defined in Section 11.02, Mare Owner shall receive a refund within thirty (30) days' of Stallion Owner's written notice of its intent to terminate.

Upon the occurrence of an event of Termination, as defined in this Section 10, the Parties shall execute the form found in **Exhibit "C"**, which has been attached hereto and is incorporated by reference.

**Section 12. Notices.** Unless expressed otherwise in this Agreement, any Notice required by or given under this Agreement shall be sent **via electronic mail**. Any Notice in regard to the termination this Agreement shall be sent **via electronic mail AND by United States certified mail, return receipt requested, with postage prepaid, or by private courier service whose delivery is evidenced by a written receipt of the addressee or courier, addressed in either case to the party for whom**



**13.7 Construction.** This Agreement shall be governed by, construed under and enforced in accordance with the laws of the Commonwealth of Pennsylvania. The captions of the numbered paragraphs of this Agreement have been inserted for convenience only and shall not control, limit or affect the meaning, interpretation or construction of any of the provisions of this Agreement. Where used in this Agreement, unless the context otherwise clearly requires: the masculine gender shall include the feminine gender; the plural shall include the singular and vice-versa; and the words "hereof", "herein", "hereunder" and other similar compounds of the word "here" shall refer to this entire Agreement and not to any particular paragraph or provision hereof.

**13.8 Venue.** The parties herein irrevocably consent to the exclusive jurisdiction of the Court of Common Pleas of Cumberland County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania, in any and all actions and proceedings, whether arising hereunder or under any other agreement or undertaking

**IN WITNESS WHEREOF**, the named Parties hereto, intending to be legally bound hereby, have executed this Agreement on this day, month and year first above written.

Witness

Stallion Owner  
Doubling Gap Ranch, LLC

\_\_\_\_\_

\_\_\_\_\_  
By:  
Title:

Witness

Mare Owner

\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_





**Mare Owner**

\_\_\_\_\_ :