

Tasheem PMA
COOLED SEMEN BREEDING AGREEMENT

THIS BREEDING AGREEMENT (the "Breeding Agreement") is made this _____ day of _____, 2024, by and between Theresa Lungwitz ("TL"), Orrion Farms LLC, a Washington limited liability company, 280 Orrion Road, Ellensburg, WA 98926 ("OFW") and the following ("Mare Owner"):

Name: _____

Address: _____

Phone: _____ Fax: _____

Email Address: _____

WHEREAS, **Tasheem PMA**, AHRA #684496 (the "Stallion") is owned by TL; and

WHEREAS, the Stallion will be standing at OFW for the 2024 breeding season; and

WHEREAS, the Mare Owner, subject to the conditions contained in this Breeding Agreement, desires to purchase (1) breeding to the Stallion; and

NOW, THEREFORE, TL, OFW and Mare Owner agree to the terms of this Breeding Agreement and will be entitled to one breeding to the Stallion for use on the Mare (as defined below) during the 2024 breeding season.

1. **MARE:** This contract pertains to the following mare (the "Mare"):

Mare (registered name): _____ AHRA#: _____

Owner (as recorded on registration papers): _____

2. **OWNERSHIP OF THE MARE.** Mare Owner's ownership of the Mare is as follows:

- Owns 100% of the Mare
- Owns some, but not 100%, of the Mare
- Leases the Mare
- Purchased the Mare on an installment contract

If Mare Owner does not own 100% of the Mare, please identify all other parties with an interest in the Mare:

Mare Owner represents and warrants that Mare Owner is authorized to bind each person with an interest in the Mare to this Agreement as if each such owner was the "Mare Owner" under this Agreement, and Mare Owner acknowledges and agrees that the liability of each owner of the Mare under this Agreement shall be joint and several.

3. **BREEDING and BREEDING FEE:**

- a. The Mare Owner will be entitled to (1) breeding to the Stallion.
- b. The Breeding Fee of \$3,500.00 is due and payable upon execution of this Breeding Agreement.
- c. The Breeding is NON-TRANSFERABLE and NON-SALEABLE.

Mare Owner Initial _____

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- d. All Amounts paid by the Mare Owner shall be non-refundable. Should cooled semen become not available, due to lack / or loss of unforeseeable circumstances, at TL's discretion, frozen semen will be substituted.
- e. **ICSI Method | Declarations & Guidelines:**

The Customer understands that shall the Intracytoplasmic sperm injection (ICSI) method of breeding be used with the breeding contracted here, that it must be declared prior to the transporting of any semen. Shall customer not declare this method prior to breeding, and not report the use of this method within 5 business days of transported semen receipt, TL may install penalties of up to \$500.00 USD per embryo retrieved and deny LIVE FOAL GUARANTEES or Transported Semen Certificates required for Foal Registration of resulting embryos. Any resulting embryos must also be reported to TL in writing, when checked at 42-days in foal, at which time, the customer must submit payment for additional Breeding Fees at the price of \$6,000.00 per embryo confirmed. Failure to report these confirmed pregnancies at 42-days in foal may result in penalty fees or denial of Live Foal guarantees and transported semen certificates needed for registration. Shall any retrieved embryos remain frozen and untransferred to receipt mares during the 2024 breeding season, TL must receive notice of this embryo balance by November 1st, 2024, for registration reporting purposes. Customer failure to notify TL will result in penalties of up to \$500.00 per unreported embryo and withholding of certifications needed for registration.

4. REBREED CONDITIONS:

- a. Rebreed conditions apply to a Mare that does not achieve a pregnancy in the current Breeding Season or does not produce a live foal if all of the conditions listed below are met. A "live foal" is defined as a foal that stands and nurses within 24 hours of birth. Any requests for rebreeds in the following breeding season require a written certificate from a licensed equine veterinarian attesting to the circumstances entitling the Mare Owner to a rebreed.
- b. Mare Owner agrees to have the Mare examined for pregnancy and to notify OFW of the results within ten days of the sixty-day check. Failure to have the Mare thus examined or failure to notify OFW of the results shall automatically render the live foal guarantee and applicable rebreeding rights of the Mare Owner null and void.
- c. Mare Owner must send a certificate from a licensed equine veterinarian to OFW within thirty (30) days of the discovery of the Mare's pregnancy loss, stillbirth, or newborn foal death. It is the Mare Owner's sole responsibility to ensure that certificate is provided to OFW. Failure to provide OFW with certificate shall automatically render the live foal guarantee and applicable rebreeding rights of the Mare Owner null and void. This certificate must include the following:
 - i. That the Mare was properly vaccinated against rhino pneumonitis in months 5, 7, and 9 of the pregnancy.
 - ii. That in the licensed practitioner's opinion, the Mare was maintained in a reasonable state of health, including all vaccinations and deworming as deemed necessary.
- d. Rebreeding right shall be valid only for the subsequent breeding season and only for breedings that are utilized in the current season. Substitution of a different Mare than the Mare named in this Agreement must be approved by OFW.
- e. THIS BREEDING AGREEMENT WILL BE DEEMED FULLY SERVICED AND WILL EXPIRE AFTER THREE BREEDING SEASONS.

5. **ADDITIONAL FEES.** All shipping and handling fees in addition to the stud fee must be paid prior to semen shipment. Fee schedule quotes "OFW SEMEN SHIPMENT AND COLLECTION FORM" must be completed, signed and list valid credit card before any shipments will be released.

6. AVAILABILITY OF SEMEN:

- a. Stallion will stand at stud at OFW for the 2024 breeding season, from February 1st to August 1st of each year. This period shall be defined as the normal breeding season. Any extension of the breeding season for any Mare or for any reason shall be at the sole discretion of TL and OFW.

Mare Owner Initial _____

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- b. OFW shall collect and transport semen from Stallion on Monday, Wednesday, and Friday only. OFW does not collect or transport semen on holidays or weekends. Any variation of this policy for any Mare or for any reason shall be at the sole discretion of OFW.
 - c. Mare Owner shall make semen requests to OFW at least 24 hours prior to shipment.
 - d. OFW shall provide semen from Stallion to Mare Owner and makes no other guarantee of the condition of the semen.
 - e. Semen is delivered on a first come, first serve basis and is subject to Stallion's show schedule and commitments. The Stallion shall be collected no more than once a day. Semen shall be available for purpose of semen transport only if the quantity requested for transport is on hand. Mare Owner expressly acknowledges that all orders for semen are subject to delay.
 - f. Mare Owner agrees that TL and OFW may, at its sole discretion, show or promote the Stallion during the normal breeding season. Mare Owner understands that Mares that come into heat during this time may not be bred during this particular heat cycle. It is the Mare Owner's responsibility to check on availability of Stallion for breeding purposes during the Breeding Season.
 - g. Semen is shipped on the understanding that it is to be used solely to breed the Mare named in this Agreement, any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than said Mare shall automatically terminate all obligations of TL and OFW. This is including but not limited to a live foal guarantee, re-breeding rights, right to additional semen, and the responsibility to register any offspring produced by the use of semen, including the original intended foal. All of the Mare Owner's rights provided by this Agreement shall be forfeited and the Mare Owner shall be liable for the amount up to the cost for breeding for every unapproved mare inseminated whether a foal is produced or not.
 - h. TL and OFW reserves the right to require a Mare that has not settled within three heat cycles to be cultured or biopsied to determine breeding soundness. Upon detection of Mare carrying an infectious/contagious disease, or for any other applicable reason, TL and OFW reserves the right to discontinue service to Mare. In such event, the Mare Owner is obligated to substitute another mare to fulfill the terms of this Agreement.
 - i. Should semen become not available, due to lack / or loss of unforeseeable circumstances, at TL and OFW's discretion, frozen semen will be substituted.
7. **REGISTRATION OF FOAL.** Upon the Mare Owner receiving a live foal and payment of all fees and amounts due to OFW, then TL will agree to execute and provide all documents necessary for Mare owner to register the foal that results from the Breeding.
8. **SECURITY INTEREST.** In order to secure the fees due and Mare Owner's performance of its obligations hereunder, the Mare Owner hereby grants to TL and OFW a lien on and security interest in any foal(s) produced by the Breeding and under this Breeding Agreement. Mare Owner hereby authorizes TL and OFW to file any financing statements or other documents deemed by TL and OFW to be necessary to perfect the security interest described herein.
9. **APPLICABLE LAW, JURISDICTION AND ATTORNEY FEES.** The terms and conditions in this agreement shall apply to and bind the parties stated herein. This contract shall be construed and governed by the laws of Washington. The Washington courts shall have exclusive jurisdiction to hear and determine all suits, actions, or proceedings and to settle all disputes arising in connection with this agreement and for such purposes, each party irrevocably submits to the exclusive jurisdiction of the Washington courts.
10. **LIMITATION OF LIABILITY AND INDEMNIFICATION:**
- a. REGARDLESS OF ANY NEGLIGENCE ON ITS OR THEIR PART, HAGLE, OFW AND THEIR SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, VETERINARIANS and FARRIERS SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH, OR INJURY SUFFERED, nor for any other loss, damages, or injury arising out of or connected with breeding, or other services pursuant to this Breeding Contract, except as required by law. Mare Owner fully understands, authorizes, and assumes the special risks inherent in breeding, and acknowledges that mortality and other insurance is solely the

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Mare Owner's responsibility. ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY, OR OTHERWISE, AND ALL SPECIAL, INCIDENTAL, AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED, to the full extent permitted by law. In no event shall Mare Owner's remedy exceed the amount paid for the service complained of. TL and OFW shall also not be held liable for any personal injury disability, which the Mare Owner or its agents, representatives, or family may receive while on farm premises. Mare Owner agrees to indemnify and hold TL and OFW harmless for, from, and against any claims, damages, illness or injury caused or suffered by the Mare, and from any claim by a buyer of the mare, and Mare Owner agrees to pay all expenses and attorney's fees incurred by TL and OFW in defending any such claim.

- b. As a condition precedent to any legal action by the Mare Owner, the Mare Owner shall notify TL and OFW in writing at least thirty (30) days in advance of initiating any legal action against TL and/or OFW regarding or concerning, in whole or in part, this Breeding Agreement or any other claim against TL and/or OFW. Within twenty (20) days of receiving such notice, TL and/or OFW shall be entitled to require that such action be resolved by submission to binding arbitration before the American Arbitration Association ("AAA"), in accordance with the Rules of the AAA, with such arbitration to take place in State of Washington. If TL and/or OFW elects binding arbitration, all parties waive trial by jury or by court.
- c. Notwithstanding anything herein to the contrary, any action, proceeding or arbitration against TL and/or OFW regarding this Agreement must be filed with a court competent subject matter jurisdiction or the AAA (if so elected by TL and/or OFW) no later than one hundred twenty (120) days from the date of the claimed loss or be forever barred.
- d. The prevailing party to any such action, proceeding or arbitration shall be entitled to collect all reasonable attorneys' fees and costs, in addition to all other relief, through and including petitions and appeals.

11. **ENTIRE AGREEMENT; AMENDMENT AND SEVERABILITY.** The terms and conditions of this agreement represent the entire agreement between the parties with respect to the subject matter of this agreement and supersedes any prior understanding of any kind preceding the date of this agreement. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. All amendments to this Agreement must be in writing, signed by the Mare Owner and OFW. Mare Owner may not assign any right or delegate any duties under this Agreement without the written consent of OFW, which may be withheld in OFW's sole discretion. This agreement may not be amended or varied unless it is in writing and signed by both parties.

THE MARE OWNER HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

Mare Owner Signature

Date

Mare Owner Printed Name

Date

Orrion Farms LLC Authorized Representative

Date

Theresa Lungwitz Authorized Representative

Date

Mare Owner Initial _____

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