



**BREEDING FOR FROZEN SEMEN**

This “Agreement” dated \_\_\_\_\_ is made between Sunrise Stud, Inc. (“Farm”) and \_\_\_\_\_ (“Purchaser”) for the breeding of the Mare (Section 2) to the Farm’s stallion named: \_\_\_\_\_ (“Stallion”) under the terms and conditions provided herein.

1. PURPOSE. This Agreement defines the terms and conditions under which the Purchaser agrees to purchase, and the Farm agrees to deliver fresh chilled semen of the Stallion to breed the Stallion to the Mare during the Term as defined in section 5.
2. THE MARE. Subject to the conditions and requirements of Section 4 below, the “Mare” to be bred under this Agreement is the mare named \_\_\_\_\_ and described more fully on the “Breeder Profile” attached. In no event shall Purchaser be permitted to substitute another mare for breeding without prior written consent of the Farm, which shall be provided in Farm’s sole discretion
3. LIVE FOAL GUARANTEE In the event the mare should not (i) conceive during the current breeding season, or (ii). if the foal fails to stand and nurse unattended, the mare may be re-bred the second breeding season provided Farm is notified within 48 hours of either (i) or (ii). Mares requiring service the second breeding season are subject at Purchaser’s expense to a handling fee of \$100 plus semen collection and shipping expenses as per attached fee schedule.

The mare owner’s veterinarian must examine the mare within 45 days from the last service date and a written statement as to pregnancy status must be forwarded to Farm within 30 days after such examination. An official written statement of details by a licensed veterinarian is then required to be furnished to Farm within ten days. If such notification and statement are not received in within the provided notification period, the guarantee provided herein becomes null and void.

In the event the Mare should die or become unfit to deliver a live foal, a substitute mare may be accepted for rebreeding.

4. CONDITIONS OF MARE BRED WITH SHIPPED SEMEN. Mare should be cultured and checked by a veterinarian to determine that breeding conditions are favorable.

Mare must be palpated by a veterinarian to determine the approximate time of ovulation and Farm must be notified at least 24 hours in advance of the date the semen is to be shipped. Purchaser is responsible for all collection fees and freight charges incurred in accordance with the attached fee schedule.

5. **TERM AND TERMINATION.** The “Term” of this Agreement shall commence on the later of the effective date set forth on page one of this Agreement or the Farm’s receipt of the Initial Deposit and shall continue until the earliest to occur of: (i) the completion of the Second Breeding Season, if the Farm has approved one according to Section 3; (ii) the Mare giving birth to a live foal sired by Stallion; (iii) Purchaser’s breach or failure to satisfy any applicable requirement under or term of this Agreement; (iv) the termination of this Agreement pursuant to Section 6 or any other Section hereof or, (v) if applicable, any provision of the Addendum; or (vi) the death of Mare, inability to satisfy the conditions of Section 3 or Section 4 of this Agreement or sale of Mare by Purchaser.

6. **DEATH, UNFITNESS OR SALE OF THE STALLION.** The fees paid or incurred under this Agreement are nonrefundable except as provided below in this Section 6 with respect to the death, unfitness or sale of the Stallion.

(a) If the Stallion should die, be sold Farm or otherwise become unfit for service before the Farm makes any shipment of semen, then this Agreement shall automatically terminate and the Farm shall refund to Purchaser all fees paid hereunder, including the Initial Deposit, within forty-five (45) days.

(b) If the Stallion should die, be sold by the Farm or otherwise become unfit for service during the Term after the Farm makes at least one shipment of semen, then the Purchaser may elect one of the following options:

(i) Purchaser may terminate this Agreement and the Farm will refund to Purchaser the unused balance of the Additional Service Fee Deposit, if any, within forty-five (45) days; (ii) Subject to the approval of the Farm, Purchaser may substitute another Farm stallion to be the Stallion under this Agreement and agree to pay any excess of the Stallion Service Fee for the stallion to be substituted over the Stallion Service Fee applicable to the Stallion being replaced; or

(iii) If frozen semen of the Stallion is available, Purchaser may substitute frozen semen of the Stallion to breed the Mare by executing the Farm’s “Breeding Contract for Frozen Semen.” Upon execution of the Breeding Contract for Frozen Semen, this Agreement will automatically terminate and the unused balance of the Additional Service Fee Deposit, if any, shall be applied against the fees payable under the Breeding Contract for Frozen Semen under the terms and conditions thereof.

7. **TRANSFER OF BREEDING CONTRACT.** This contract shall not be assigned or transferred by either party hereto without the consent of the other. If the Mare is to be rebred and the Purchaser fails to request shipped semen the following year, then any and all fees paid shall not be refundable and this contract is hereby cancelled.

This contract and terms thereof shall be governed by the laws of the state of New Jersey and shall be binding upon the parties hereto, their representatives, heirs, successors or assigns.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser (print)

\_\_\_\_\_  
Name of Farm

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Signature of Farm

\_\_\_\_\_  
Street Address of Mare Owner

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone #

ATTACHMENT I  
Contact Information

Farm:

Katarina Antens-Miller  
Sunrise Stud, Inc.  
55 Mine Brook Rd.  
Colts Neck, NJ 07722

Mobile Phone# 732-513-5881  
Email: [Kantensmiller@yahoo.com](mailto:Kantensmiller@yahoo.com)

ATTACHMENT II

(Breeder Information Sheet)

MARE INFORMATION

Name of Mare \_\_\_\_\_ Reg # \_\_\_\_\_

Breed \_\_\_\_\_ Birth Date of Mare \_\_\_\_\_ Color \_\_\_\_\_

Sire \_\_\_\_\_ Reg# \_\_\_\_\_ Dam \_\_\_\_\_ Reg# \_\_\_\_\_

Recorded Owner \_\_\_\_\_ Phone# \_\_\_\_\_

Address \_\_\_\_\_

To be bred to \_\_\_\_\_ approximate date of first shipment required \_\_\_\_\_

Please attach a copy of registration papers of Mare, if possible.

OWNER INFORMATION

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

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone numbers: Home \_\_\_\_\_ Cell \_\_\_\_\_

Fax: \_\_\_\_\_

SHIPPING INFORMATION

Name of person shipping to \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone numbers: Home \_\_\_\_\_ Cell \_\_\_\_\_

Email: \_\_\_\_\_ @ \_\_\_\_\_

Preferred airport for same day shipping if needed: \_\_\_\_\_

VETERINARIAN INFORMATION

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

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone numbers: Office \_\_\_\_\_ Cell \_\_\_\_\_

Email: \_\_\_\_\_ @ \_\_\_\_\_