



**North Farm**  
13701 Sousa Street  
North Lawrence, Ohio 44666  
740-815-3545  
Dobrien110@aol.com

## **WINNIES WILLY FROZEN SEMEN CONTRACT**

This contract dated \_\_\_\_\_ is between ("Mare Owner") \_\_\_\_\_ and Deborah Cook (Owner), North Farm Inc. (Breeder). One service to Winnies Willy (Stallion) for the (Mare) \_\_\_\_\_ Reg. # \_\_\_\_\_ Breed \_\_\_\_\_ for the 2021 season at \$ 1500.00

### 1. Fees and Expenses:

- a. **Charges:** A booking fee of \$ 500.00 is due with signed contract. Balance of the stud fee (less booking fee) \$ 1000.00 is due before or when mare arrives at farm or prior to the shipment of frozen semen. Should more than one embryo result from breeding, mare owner must immediately report the additional embryo and pay an additional Stud Fee upon heartbeat check. **Failure to report an additional embryo could result in denial of a Breeders Certificate.**
- b. **Billing:** Bills are due and payable in full upon receipt. Any balance remaining unpaid after thirty days from the billing date shall bear interest at the rate of 1½ % per month from the date billed to the date payment is received. In the event the account is not paid within 45 days from the date of the monthly statement, the breeder may refuse to palpate, tease or breed the mare. Visa and MasterCard are accepted, **there is a 3.5% Service Fee for Credit Cards.**

2. **Mare Registration:** A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.
3. **Breeding Season:** For purposes of this agreement, unless otherwise specified for a particular stallion, the breeding season shall begin February 1<sup>st</sup> and close July 1<sup>st</sup> of the year on this agreement. Only frozen semen is available for Winnies Willy.
4. The breeding fee includes 1 dose of frozen semen (8 straws), with each additional dose to be purchased at \$250.00 each. Each dose of frozen semen is defined as a single insemination unit which includes a minimum of 800 million total sperm, which, upon proper thawing, show at least a 35% post thaw motility.
5. Initial here to order an additional dose of frozen semen (8 straws) at \$250.00. \_\_\_\_\_
6. All shipping charges will be the Mare Owner's responsibility. Second day delivery is \$400. Priority next day delivery or Saturday delivery is available at additional cost. A \$1500.00 dry shipper deposit is due prior to shipment of semen. Dry Shipper must be returned to North Farm at Mare Owner's expense within three (3) days of its arrival. Failure to comply will result in a \$25.00 per day late fee and the possible forfeiture of the Dry Shipper deposit. Any loss or damage to the Dry Shipper or any of its parts will be the responsibility of the Mare Owner and any compensation for loss or damage may be taken from the deposit. The deposit may also be held until any balance due for shipping expenses and late fees have been paid. Mare Owner is responsible if the Dry Shipper is lost or damaged during return shipping.
7. Mare Owner must arrange for a liquid nitrogen storage tank and transfer the frozen semen from the Dry Shipper to the liquid nitrogen storage tank immediately upon arrival. North Farm is not responsible for frozen semen that has been mishandled. Breeder will only ship to approved frozen semen Veterinary Centers. **Mare Owner understands and agrees that in order to allow sufficient time for tank preparation, at least 48 hours advance notice must be provided to North Farm for semen shipment.**
8. **Live Foal Guarantee:** The mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare the following season only, to the Stallion for no additional Stud Fee however there will be a \$300.00 rebreed fee, provided proper written notification that the Mare has slipped or produced a nonviable foal is given to the Breeder within one (1) week of such slippage or non-viable birth. STALLION OWNER, NORTH FARM OR ITS EMPLOYEES shall not be held liable for the loss of any pregnancy whether it has slipped or a non-viable foal is produced. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal. If written notification is not received by the STALLION OWNER the rebreed may not be honored at the STALLION OWNER'S discretion.

9. **Embryo Transfers:** In the event that an embryo is sold, the live foal guarantee will be null and void. Deborah Cook strongly recommends the purchase of embryo insurance. There is no live foal guarantee for vitrified embryos.
10. **Breeder's Certificate:** A Breeder's Certificate will be issued only after owner has notified Deborah Cook that the mare has produced a live foal and all bills on the mare have been paid in full (shipping, breeding fees, etc.).
11. **Mediation and Arbitration:** Any dispute relating to the interpretation or performance of this agreement shall first be submitted to mandatory mediation to a mediator selected by agreement of the parties. Should the parties be unable to agree on a mediator, the dispute shall be submitted to a Stark County, Ohio Mediation Center. The parties shall share the cost of mediation equally. Should a party not participate in the mediation, the non-participating party shall be charged with the cost of the mediation, which said cost shall be considered a liquidated damage provision to be applied as damages in any subsequent action without consideration as to the prevailing party in such action. If the mediation does not successfully resolve the dispute between the parties, the dispute shall be resolved, at the request of either party, through binding arbitration. Arbitration shall be conducted in Stark County, Ohio, in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction. The Mare Owner and Breeder intend that this agreement to arbitrate be irrevocable. If either party is required to retain the services of an attorney to enforce any term or obligation arising out of or in connection with this agreement, or the collection of any monies due and owing under or pursuant to the terms of the agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable costs of collection and attorneys' fees) incurred in the enforcement of the agreement or any proceeding related thereto.
12. **Substitution:** In the event the Mare dies during the breeding season or becomes unfit for breeding, the Mare Owner may substitute another mare only with approval of the Stallion Owner or Breeder.
13. **Binding And Entire Agreement:** This contract, when signed by the Mare Owner and the Stallion Owner/ Breeder and accompanied by payment of the Stud Fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.
14. **Counterparts and Facsimiles:** This contract may be executed in any number of counterparts which, taken together, shall be considered as single contract, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.
15. **Genetic Testing:** Winnies Willy is N/N for HERDA, HYPP, GBED, PSSM, MH

**Mare Owner Information:**

**Breeder: North Farm Inc.**

\_\_\_\_\_  
Mare Owner/Agent Signature

\_\_\_\_\_  
Stallion Owner/Agent Signature

\_\_\_\_\_  
Daytime Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Email