

## 2022 BREEDING SEASON CONTRACT

THIS AGREEMENT dated \_\_\_\_\_ is by and between MURDER HOLLOW LLC of 220 Slonaker Road, Spring City, PA 19475 USA (the "Stallion Owner") and the mare owner listed below (the "Mare Owner") with respect to purchasing a breeding contract to a stallion owned by Murder Hollow.

### Breeder's Information

<b>Name:</b>	
<b>Address:</b>	
<b>City:</b>	
<b>State, Zipcode:</b>	
<b>Phone:</b>	
<b>E-mail:</b>	

1. Stallion. The Stallion information is below (the "Stallion")

### Stallion's Information

Stallion's Name:	Pax Asgard af Pegasus	Breed/Registration:	Knabstrupperforeningen for Danmark
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2. Mare. Mare owner may only breed the mare identified below (the "Mare").

### Mare Information

<b>Mare's Registered Name:</b>	
<b>Mare's Barn Name:</b>	
<b>Mare's Date of Birth:</b>	
<b>Breed:</b>	
<b>Registration Number:</b>	

<b>Current Breeding Status:</b>	
<b>Planned Month of Breeding:</b>	
<b>*Please email a copy of your mare's registration papers*</b>	
<b>Embryo Transfer Breeding (Y/N):</b>	

3. Fees and Administration. Please select the type of contract administration and initial next to each paragraph:

**Fresh Cooled**

The cost of the Fresh Cooled Single Breeding Season Contract is \$1,200.00. The fee is inclusive of a nonrefundable \$300.00 Booking Fee per mare (the "Breeding Fee"). The \$300.00 Booking Fee per mare is payable upon execution of this Agreement. The balance of \$900.00 is due 30 days prior to anticipated date of collection. In exchange for the Breeding Fee, the Mare Owner will be provided with breeding to the Stallion in the designated breeding season. Breeding Shed Forms must be submitted 30 days prior to requesting a collection.

Any discounted Breeding Fee that is part of a multiple-mare package may be adjusted or revert to the full Breeding Fee at the discretion of the Stallion Owner if the Mare Owner fails to breed the required number of mares which led to eligibility for this discount.

\_\_\_\_ Mare Owner understands that a breeding soundness exam prior to breeding, including a uterine culture and cytology, is recommended but not required for all mares. If a mare fails to settle after one breeding cycle, the Mare Owner will be required to submit culture and cytology results to Stallion Owner prior to any additional shipments of semen.

\_\_\_\_ Mare Owner agrees to notify Stallion Owner upon execution of this Agreement if the Mare Owner intends to use Embryo Transfer as a means of producing a foal from this breeding. It is the responsibility of the Breeder to arrange for the Recipient Mare or Mares and the Breeder bears all costs, responsibility, and risk associated with them. In the case that multiple embryos are recovered from the Donor Mare, the additional embryos may be transferred to multiple Recipient Mares at the Breeder's discretion. The Breeder must notify Murder Hollow of any additional pregnancies not later than 18 days post implantation. An additional Breeding Fee of 50% of the Breeding Fee as set out in the Agreement will be due for each additional pregnancy resulting from the transfer of multiple embryos from the same breeding. The additional Breeding Fee for each additional pregnancy is due not later than 100 days post implantation. Permission to transfer multiple embryos from one breeding of the Donor Mare does not in any way imply the right to breed any mare other than the identified



Donor Mare to the Stallion with semen shipped pursuant to this Agreement, or to re-breed the Donor Mare with semen shipped pursuant to the Agreement while there is at least one viable pregnancy produced. If the Breeder wants to re-breed the Donor Mare to achieve additional pregnancies while there is a successful surrogate pregnancy in progress, a new Breeding Agreement must be executed. Freezing of embryos is not permitted under this agreement.

\_\_\_\_ Mare Owner understands the purchase price includes only the purchase of the breeding rights. Any additional collection costs or costs to transport the semen to the Mare Owner, and other expenses of breeding are over and above the purchase price. Collection and shipment of semen for Murder Hollow Stallions is performed by Select Breeders Service, Inc. (SBS) or a comparable facility. The collection of semen and shipping expenses (which together comprise the Distribution Fees ("Distribution Fees")) are set out in Murder Hollow's Schedule of Breeding Fees for the current breeding season and are payable to SBS or a comparable facility. The Distribution Fees will be charged to the Mare Owner's credit card prior to each semen shipment. Murder Hollow requires that the Mare Owner provide valid credit card information for securing the shipping container deposit and for the billing of collection and shipping fees. The Mare Owner's signature on the Credit Card Authorization Form that follows this contract is authorization for Murder Hollow and/or SBS or comparable facility to charge the credit card for fees related to the Distribution Fees of the semen as well as for the amount of any returned check plus relevant bank fees.

\_\_\_\_ Mare Owner understands that cooled semen may not be frozen for future use, and semen provided under this Agreement may not be used to breed any mare other than the Mare identified in this Agreement or to re-breed the Mare once a viable pregnancy has been produced or a Recipient Mare is confirmed in foal under this Agreement.

\_\_\_\_ Mare Owner assumes the risk of missed breeding opportunities due to problems with timing of the Mare's ovulation, the Mare's fertility, shipping or handling of the semen after it leaves SBS or comparable facility.

\_\_\_\_ Mare Owner understands the breeding season for fresh cooled semen is between February 1 and June 30.

\_\_\_\_ Mare Owner understands this contract only covers the current breeding season and does not include a live foal guarantee. Mare Owner agrees to submit veterinarian results of a confirmed or not confirmed pregnancy within 60 days post ovulation. Should your mare fail to conceive and maintain a pregnancy for 60-days, this contract allows for a new 1 season breeding agreement at a reduced 50% rate to any Murder Hollow stallion during the following breeding season.



## □ **Frozen – By Dose**

The cost of the Frozen by Dose Contract is \$450.00. In exchange for the Fee, the Mare Owner will be provided with one single dose of frozen semen (8 .5 ml straws).

\_\_\_\_ Mare Owner understands that a breeding soundness exam prior to breeding, including a uterine culture and cytology, is recommended but not required for all mares.

\_\_\_\_ Mare Owner agrees to notify Stallion Owner upon execution of this Agreement if the Mare Owner intends to use Embryo Transfer as a means of producing a foal from this breeding. It is the responsibility of the Breeder to arrange for the Recipient Mare or Mares and the Breeder bears all costs, responsibility, and risk associated with them. In the case that multiple embryos are recovered from the Donor Mare, the additional embryos may be transferred to multiple Recipient Mares at the Breeder's discretion. The Breeder must notify Murder Hollow of any additional pregnancies not later than 18 days post implantation. An additional Fee of 50% of the Fresh Cooled Breeding Fee as set out in the Agreement will be due for each additional pregnancy resulting from the transfer of multiple embryos from the same breeding. The additional Breeding Fee for each additional pregnancy is due not later than 100 days post implantation. Permission to transfer multiple embryos from one breeding of the Donor Mare does not in any way imply the right to breed any mare other than the identified Donor Mare to the Stallion with semen shipped pursuant to this Agreement, or to re-breed the Donor Mare with semen shipped pursuant to the Agreement while there is at least one viable pregnancy produced. If the Breeder wants to rebreed the Donor Mare to achieve additional pregnancies while there is a successful surrogate pregnancy in progress, a new Breeding Agreement must be executed. Freezing of embryos is not permitted under this agreement.

\_\_\_\_ Mare Owner understands the purchase price includes only the purchase of the frozen dose. Any additional costs to store or transport the semen to the Mare Owner, and other expenses of breeding are over and above the purchase price. All transport costs are paid directly to the facility that stores the semen.

\_\_\_\_ Mare Owner assumes the risk of missed breeding opportunities due to problems with timing of the Mare's ovulation, the Mare's fertility, shipping or handling of the semen after it leaves SBS or comparable facility.

\_\_\_\_ Mare Owner agrees to submit veterinarian results of insemination date as well as the date of a confirmed or not confirmed pregnancy within 60 days post ovulation.

4. Exclusivity. The semen provided under this Agreement will be used for the exclusive purpose of breeding the Mare during the specific breeding season. If the Mare is no longer suitable for breeding, the Mare Owner may substitute a new mare that is owner or leased by



the Mare Owner if mutually agreed upon. Complete information on the new mare must be supplied to Murder Hollow prior to requesting or using semen and/or delivery of the new mare to Murder Hollow for breeding. The substitution of a replacement Mare does not extend the original terms for the Agreement.

In order for Stallion Owner to issue a breeding certificate for the breeding completed under this Agreement, confirmation of a mare's pregnancy at 14-16 days post-ovulation and 55-60 days post-ovulation must be submitted with the Mare Breeding Passport. Murder Hollow recommends additional pregnancy checks at 28 days post ovulation and between 35-40 days post-ovulation. Upon written confirmation of pregnancy at 60 days, Murder Hollow will issue a Breeding Certificate for the appropriate breed registry. In the case of Embryo Transfers, no Breeding Certificate will be issued for additional pregnancies until any additional Breeding Fees due have been received by the Stallion Owner.

5. Limitation of Liability. The Stallion Owner assumes no responsibility for any loss or damage to the Mare or any losses of the Mare Owner. Mare Owner shall assume all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare whether by death, disease, injury, infection, or otherwise, and Mare Owner further agrees to indemnify and hold harmless the Stallion Owner, for any and all damages and liability.

Mare Owner acknowledges that the breeding is sold AS-IS, and Stallion Owner makes no representations or warranties, express or implied, as to merchantability or as to the fitness for a particular purpose of the Stallion or his semen.

Stallion Owner warrants that for fresh cooled semen, the semen has been processed and tested by SBS or comparable facility and is of marketable quality at the time of shipment. Mare Owner specifically waives any other warranties, either express or implied.

6. Assignment. This Agreement may not be assigned or transferred by Mare Owner without prior written consent of the Stallion Owner.

7. Successors and Assigns. This Agreement, and all of its terms and conditions shall be binding upon and shall inure to the benefit if all the successors and permitted assigns of the Mare Owner and the Stallion Owner.

8. Arbitration. The Parties agree to arbitration as the exclusive resolution of all disputes arising from this agreement. Therefore, they agree that any dispute under this Agreement, including all disputes about the validity of this arbitration clause, shall be resolved by final binding arbitration in Philadelphia, Pennsylvania by the National Arbitration Forum, under the Code of Procedure in effect at the time any claim is made.

9. Applicable Law. Pennsylvania law, not including its choice of law rules but including its statutes of limitations, governs all questions related to the validity, interpretation, or performance of this Agreement and all questions concerning any rights or obligations of the Parties. The parties agree that neither shall commence any litigation against the other with respect to any arbitration proceeding or award, except in a court located in the Commonwealth of Pennsylvania. Each party consents to jurisdiction over it by and exclusive venue in such a court.

10. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements, express or implied, oral, or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

11. Amendment. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

## **MURDER HOLLOW LLC**

## **BREEDER**

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Renée Tucci  
Partner, Murder Hollow  
220 Slonaker Road  
Spring City, PA 19475

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Name:  
Address:  
Address:  
Address: