

Djoerd 473 Sport

Breeding Contract for Frozen Semen for 2019



33 North West Street Feeding Hills MA 01030

Danielle & Justin Piascik, Stallion Owners

Phone Number: 413-519-1165

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This 2019 contract is for breeding to the KFPS/FHANA registered Friesian stallion Djoerd 473 Sport, owned by Danielle Piascik & Justin Piascik. Djoerd 473 Sport will be offering Frozen Semen only for the 2019 breeding season in the United States. This agreement is valid only for the 2019 breeding season. Mare owner and Brookside Friesians LLC agree to the following terms and conditions:

- 1) Brookside Friesians LLC manages the frozen semen for the Friesian stallion known as Djoerd 473 Sport. The frozen semen from Djoerd 473 Sport can only be used on KFPS registered mares. This agreement cannot be transferred or sold by the mare owner.
- 2) The fee for one breeding of frozen semen is \$650 in US funds. There is no Live Foal Guarantee with the frozen semen. If more than one pregnancy is obtained there will be an additional charge of \$650 for each subsequent pregnancy. Each breeding will consist of 1 dose, 6 straws per dose.
 - 2a) The frozen semen being offered for 2019 was collected in the winter of 2018/2019 at De Nieuwe Heuvel, Luntere, The Netherlands.
 - 2b) The number of straws per dose is determined at De Nieuwe Heuvel after each collection. This is done by thawing one sample straw from each collection and analyzing the % motility of the thawed semen. Each dose shipped will contain the correct number of straws (hence the correct number of motile sperm upon thawing) required for one insemination.
- 3) If semen is used for a mare not provided in this agreement you must immediately inform Brookside Friesians. An additional charge of \$650 for each subsequent pregnancy will be due.
- 4) No semen will be shipped by Friesian Connection without mare owner providing us with a signed contract and payment in full.
- 5) Requests for semen are to be made to the Friesian Connection. Please do not call between 10:00 PM and 6:00 AM Eastern Time. **Friesian Connection is closed on Sundays.**
- 6) Brookside Friesians LLC and Friesian Connection assumes no responsibility for the loss of semen or semen viability caused by the carrier (FedEx). There will be no shipment on Saturdays, Sundays, holidays or the day before a holiday.) It is advised that the semen be shipped early in the week for arrival before the weekend where it can be stored at your Veterinarian's facility until needed.
- 7) A fee of \$350 for Shipping and Handling round trip within the USA will be charged to the mare owner if Friesian Connection provides the shipping tank. If you send your own tank to pick up the semen there is a \$50 chill-down fee if the tank arrives hot. Please include a pre-paid return FedEx label with the tank.
- 8) **FOR ON-SITE BREEDINGS:** Reproductive services are available at the FC Stallion Station. Fees for Mare Cycle Management and board are detailed in the 2019 Mare Reproductive Services

and Boarding Price List which can be obtained from the Friesian Connection and all services rendered on the farm for the guest mare will be charged to the mare owner. Additional services available include veterinary palpating, ultrasound, Histrelin injections, Lutalyse injections, Oxytocin injections, uterine lavage, Regumate, uterine cultures and biopsies, etc. In addition to reproductive health care; deworming and farrier services will be available. All costs will be passed on to the mare owner.

The fee for frozen semen, 1st month's board and 1st mare cycle management fee must be paid upon the mare's arrival to our farm. All remaining mare care expenses must be paid for at time of mare's departure.

Mare shall be of healthy and sound breeding condition. A veterinarian health certificate and uterine culture and biopsy are recommended on all but maiden mares. All guest mares must be vaccinated for Tetanus, Encephalomyelitis (Eastern and Western), Equine Influenza, Rhino, West Nile and Potomac Horse Fever and dewormed prior to arrival on farm. Farrier services will be available as needed. Recent coggins required. **Please note that a significantly overweight or underweight mare is difficult to get in foal. Therefore, it is recommended that mare owners address body weight issues prior to breeding their mares.**

9) Brookside Friesians LLC cannot be held responsible in any way for any illness or injury to a mare or to any other horse due to breeding to stallions of this company, nor for a mare's failure to conceive. It is understood that the breeding farm, its employees, veterinarians, and guests shall not be liable for any injury, escape, disability, or death of any horse on its premises. The mare owner, whose horse(s) are under the care of the breeder, will not be liable or responsible for any damage, injury or death to the breeding farm employees, veterinarians, or other animals in the care of the breeder, whether or not caused by his horse. Under Massachusetts law an equine professional is not liable for an injury or the death of a participant in equine activities resulting from the inherent risks of equine activities.

10) Semen that is leftover from a successful pregnancy is **strictly prohibited** from being resold or used for crossbreeding or breeding of non KFPS mares.

11) Birth announcements for 2020 foals are to be recorded on line via the KFPS website using your KFPS log in and Password. You must inform Brookside Friesians LLC of your breeding dates and confirmed pregnancies before the breeding slip can be issued into the KFPS system.

12) The laws of the State of Massachusetts govern this contract. The parties each consent to jurisdiction in the State of Massachusetts and venue in any Federal or State court in Hampden County, Massachusetts, for any lawsuit arising out of this Agreement, and they waive any and all rights to contest such jurisdiction and venue, and any objection that such county is not convenient.

13) Mare owner acknowledges full agreement with this breeding contract by signing and returning this contract to Brookside Friesians. Mailed, faxed and emailed signed copies are all acceptable and binding.

14) All accounts are payable in U.S. dollars. Bounced check fee is \$35.00 per occurrence.

Please fill out all mare and owner information and return this contract to Brookside Friesians LLC. Be sure to make a copy for your records.

Brookside Friesians, LLC
Danielle Piascik, Manager

Mare Owner



This contract applies to breeding the following mare:

Mare _____ Reg. # _____

Name of Mare owner: _____

Address: _____

City: _____ State: _____ Zip: _____

Home phone: _____ Email: _____

Work phone: _____ Cell: _____ Fax: _____

Ship semen to:

Name: _____

Shipping Address: _____

City: _____ State: _____ Zip Code: _____

Shipping Phone #: _____ Shipping Email: _____

Please check if FedEx delivery is available to the above address.

Fees: \$650 for 1 dose of frozen semen. (additional \$650/pregnancy will be owed if more than 1 pregnancy is obtained) \$350 shipping and handling fee if using Friesian Connection shipping container and will be payable directly to Friesian Connection. Semen can not be shipped to Canada. All discounts must be applied prior to returning contract. Discounts are not applicable to *Breeding Fee Payment Plan*. Please contact Brookside Friesians, LLC for discounts.

*Please initial here for *Breeding Fee Payment Plan* _____

Credit Card Number: _____
(Visa, Master Card, American Express and Discover are accepted with 3.5% processing fee, Checks, wire transfer and PayPal accepted)

Expiration Date: _____ Security code _____

Name on Card (please print): _____

Address where CC bill mailed: _____

City _____ State _____ Zip Code _____

Card Holder's signature: _____

By signing below, I acknowledge that I have read and agree in full to the terms and conditions set forth in the 2019 Frozen Semen Breeding Contract for Djoerd 473 Sport.

Signature of mare owner: _____ Date: _____

Please include a copy of your mare's registration paper