

# Sjouke 453

## 2020 Breeding Contract



33 North West Street Feeding Hills MA 01030

**Danielle & Justin Piascik, Stallion Owners**

*Phone Number: 413-519-1165*

*E-mail: brooksidebreeding@gmail.com*

This 2020 contract is for breeding to the KFPS/FHANA registered Friesian stallion Sjouke 453, owned by Brookside Friesians LLC. Sjouke 453 will be offering Fresh and Frozen Semen for the 2020 breeding season in the United States. This agreement is valid only for the 2020 breeding season. Mare owner and Brookside Friesians LLC agree to the following terms and conditions:

- 1) Brookside Friesians LLC manages the semen for the Friesian stallion known as Sjouke 453. KFPS registered mares shall have priority for semen from Sjouke 453. This agreement cannot be transferred or sold by the mare owner.
- 2) The fee for one breeding of semen is \$1100 in US funds . Live Foal Guarantee will be offered with fresh and frozen semen. If more than one pregnancy is obtained there will be an additional charge of \$1100 for each subsequent pregnancy obtained. All Terms and Conditions within Breeding Contract will apply to subsequent pregnancies.
  - If the 2020 pregnancy does not result in a live foal, then the Live Foal Guarantee will apply. The Live Foal Guarantee can be given only when: All costs involving breeding have been paid in full at time of breeding. Should the Mare fail to conceive, abort, die or not produce a "Live Foal" (Live Foal shall be defined as a foal that stands and nurses without assistance for a period of at least 24 hours from the time of birth) then Brookside Friesians LLC will guarantee the Mare Owner shall have the right to rebreed or substitute a mare, with prior approval, for the 2021 breeding season only. Mare Owner shall notify Brookside Friesians LLC within thirty (30) days of the last day of Breeding Season if the Mare did not conceive to be eligible for a rebreed. Mare Owner shall also notify Brookside Friesians LLC within thirty (30) days of the Mare's abortion, should the Mare abort. If the Mare does not produce a Live Foal, then the Mare Owner shall provide Brookside Friesians LLC with a veterinarian's certificate stating the time and date of birth as well as the time and date of death and cause of death within seven (7) calendar days of such death. In the event that the mare dies, Mare Owner shall provide Brookside Friesians LLC with a veterinarian's certificate of death. Live Foal Guarantee shall be specifically conditioned upon Mare Owner's vaccination of Mare for Rhino pneumonitis in the 5th, 7th, and 9th month of the Mare's pregnancy. Mare Owner shall provide Brookside Friesians LLC with the certificate stating that such vaccinations have taken place at the time the Mare Owner requests a rebreed pursuant to this section.
  - Live Foal Guarantee shall lapse and Brookside Friesians LLC shall have no further obligation of the Sjouke 453 breeding contract for 2020 under this section if:
    - a) Mare Owner fails to rebreed Mare during the acceptable return breeding periods as defined in this section.
    - b) Mare Owner fails to provide Rhino pneumonitis vaccinations certificate.
    - c) Mare is bred by another stallion without written consent by Brookside Friesians LLC.

- d) Mare is substituted with another mare without written consent by Brookside Friesians LLC.
- e) Mare fails to conceive, aborts or dies and Mare Owner fails to notify Brookside Friesians LLC as defined in this section.
- f) Foal dies due to lack of supervision or proper facilities during birthing process.
- g) Foal dies due to any negligent act of the Mare Owner or Mare Owners agent.

2a) The fresh and/or frozen semen being offered for 2020 will be collected upon request and frozen for use by New England Breeders Service, if requested.

2b) The number of straws per dose is determined by New England Breeders Service 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 LLC. An additional charge of \$1100 for each subsequent pregnancy will be due.

4) No semen will be shipped by New England Breeders Service without mare owner providing us with a signed contract and payment in full **OR** a payment plan signed. Mare form is also required by New England Breeders Service prior to semen order.

5) Requests for semen are to be made to New England Breeders Service. NEBS is open 7 days a week, including Holidays. Additional fees may apply to Sunday and Holiday Shipments. Mare owner is responsible for all costs related to collection. Orders canceled after stallion has been collected will be billed in full.

6) Brookside Friesians LLC assumes no responsibility for the loss of semen or semen viability caused by the carrier (FedEx). 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 for Collection and Shipping within the USA will be charged to the mare owner by New England Breeders Service. Please inquire with NEBS for current shipping and permit costs, additional fees are applicable for shipping to Canada.

8) **FOR ON-SITE BREEDINGS:** Reproductive services are available at New England Breeders Service for a flat, all inclusive fee. Please contact NEBS for your breeding and boarding prices.

9) 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. 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.**

10) 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 Sjouke 453, 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.

11) Semen that is leftover from a successful pregnancy is **strictly prohibited** from being resold. Semen that is found to be resold is subject to legal proceedings, including but not limited

to all legal costs incurred by Brookside Friesians LLC.

**12)** Birth announcements for 2021 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.

**13)** 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.

**14)** DEATH, UNFITNESS OR SALE OF THE STALLION. The fees paid or incurred under this Agreement are nonrefundable except as provided below in this Section with respect to the death, unfitness or sale of the Stallion. If the Stallion should die, be sold by the Farm or otherwise become unfit for service before Brookside Friesians LLC makes any shipment of semen, then this Agreement shall automatically terminate and Brookside Friesians LLC shall refund to Purchaser all fees paid hereunder within forty-five (45) days.

**15)** 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.

**16)** 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.

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Brookside Friesians, LLC  
Danielle Piascik, Manager

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Mare Owner



This contract applies to breeding the following mare:

Mare \_\_\_\_\_ Reg. # \_\_\_\_\_

Name of Mare owner: \_\_\_\_\_

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

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

Home phone: \_\_\_\_\_ Email: \_\_\_\_\_

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:** \$1100 per breeding\* (additional \$1100 per pregnancy will be owed if more than 1 pregnancy is obtained) **Shipping and collection fee will be payable directly to New England Breeder Service.** All discounts must be applied prior to returning contract. Please contact Brookside Friesians, LLC for discounts.

\*Please initial here for *Breeding Fee Payment Plan*(Do not fill out below) \_\_\_\_

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 2020 Semen Breeding Contract.

Signature of mare owner: \_\_\_\_\_ Date: \_\_\_\_\_

**Please include a copy of your mare's registration paper when returning contract**