



**Hassinger Farm, LLC**  
 450 Addor Rd  
 Aberdeen, NC 28315  
 910-281-4845 office  
 919-602-2032 Amy  
[www.hassingerfarm.com](http://www.hassingerfarm.com)

## **2023 ONE SEASON BREEDING AGREEMENT for CADOUCH Z**

This Equine Breeding Agreement (the “Agreement”) is entered into by and between Hassinger Farm, LLC, a North Carolina, Limited Liability Corporation with its principal place of business at 450 Addor Rd, Aberdeen, NC 28315. (“Hassinger”) and the breeder identified on the Client Information Page (the “Breeder”) for the purpose of breeding the Stallion CADOUCH Z (the “Stallion”) to the Breeder’s mare (the “Mare”) identified on the Client Information Page, with the goal of producing one pregnancy, defined as a mare confirmed in foal 60-days post insemination or in the case of embryo transfer a surrogate mare confirmed 60-days in foal.

### 1. BREEDER

Breeder’s Name:	
Address:	
Cell Phone:	
Alt Phone:	
Email:	

(a) The Breeder may not assign or transfer this Agreement or any interest in this Agreement.

### 2. STALLION

**CADOUCH Z 2009 Bay Zangersheide FEI: 105FJ94 UELN: 056015Z55730709 USEF: 5779790**

(a) The Mare Owner shall have no right, title or interest in the Stallion except for the breeding rights expressly set forth in this Agreement. All breeding under this agreement is to be by artificial insemination. The Breeder would prefer to receive: \_\_\_\_\_ fresh cooled or \_\_\_\_\_ frozen semen from the Stallion. Please indicate with an “X”.

(b) The breeding season for the Stallion via cooled semen is March 1, 2023 to July 31, 2023. Frozen semen may be shipped year round.

(c) In the event that the Stallion should be unavailable for breeding by cooled semen due to illness, injury, infertility, death, sale, or for any other reason, the Breeder will receive frozen semen from the Stallion or may elect cooled semen from another Hassinger-owned stallion of your choice. The Breeder’s selection of a replacement stallion is subject to availability. If and only if the Stallion becomes unavailable prior to the first shipment of semen to the Mare, the Breeder may alternatively elect to receive a refund of the Breeding Fees. After the first shipment of semen, there will be no refund of Breeding Fees. After the first shipment of semen under this Agreement, failure by the Breeder to choose frozen semen from the unavailable Stallion or cooled semen from an available alternative Hassinger-owned stallion shall not extend the Breeder’s rights under this Agreement or entitle the Breeder to any refund or compensation. All refunds are subject to a 10% office fee.

### 2. MARE INFORMATION (the “Mare”)

\*A Copy of the Mare’s Registration Papers must be attached\*

Mare's Registered Name: _____	
Mare's Barn Name _____	
Age: _____	Breed: _____
Breed Registration Number*: _____	USEF Registration Number: _____
Registries Mare is Approved with: _____	
Preferred Foal Registry: _____	Planned month of breeding: _____
Mare's Breeding Status: _____	Has mare been tested for WFFS? _____
WILL THIS BE AN EMBRYO TRANSFER BREEDING: YES _____ NO _____	

(a) 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 two breeding cycles, the Breeder will be required to submit culture and cytology results to Hassinger prior to any additional shipments of semen.

(b) The Breeder may substitute a new mare that is owned or leased by the Breeder if the above Mare is no longer suitable for breeding. Complete information on the new mare must be supplied to Hassinger prior to requesting or using semen. The substitution of a replacement Mare does not extend the original terms for the Agreement.

#### 4. EMBRYO TRANSFERS

(a) Hassinger must be notified at the execution of this Agreement if the Breeder 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.

(b) 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 Hassinger of any additional pregnancies not later than 18 days post implantation. An additional Breeding Fee will be due for each additional Live Foal resulting from the transfer of multiple embryos from the same breeding. The additional Breeding Fee for each additional Live Foal is due not later than one week after the birth of each additional foal.

(c) 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 or if a Live Foal has been 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.

(d) Freezing of embryos is not permitted under this agreement.

#### 5. SCHEDULE OF FEES

(a) Payment of Fees. The Breeding Fee is due upon execution of this Agreement.

(b) Collection and Shipping Fees. Collection and shipment of fresh cooled semen for Hassinger stallions will be performed by either Rood and Riddle or Hassinger Equine Reproduction Center based on the Stallion's location. The collection of semen, preparation and shipping expenses (which together comprise the Distribution Fees ("Distribution Fees")) are set out in Hassinger's Schedule of Breeding Fees for the current breeding season and are payable to the appropriate collection center via credit card. Breeder will be notified which distribution center will collect, process and ship semen when the Semen Request Form is received by Hassinger from the Breeder. The Distribution Fees will be charged to the Mare Owner's credit card prior to each semen shipment.

(c) Container Security. Fresh Semen is shipped in a disposable container and DOES need to be returned. A pre-paid return label will be included. Frozen Semen is shipped in specialized containers which shall at all times remain the

property of Hassinger, Select Breeders, Rood & Riddle or Peterson Smith Advanced Fertility Center (based on which distributor ships the semen). For each shipment of frozen semen, the shipping container must be returned to the appropriate distributor in good condition within the timeframe listed on the container and by the method specified in the container documents. A Late Fee, as set out in the Schedule of Breeding Fees, may be assessed for late return of the shipping container. Any loss of or damage to the container will be the responsibility of the Breeder and will be charged to the Breeder's credit card.

(d) Credit Card Required. Hassinger requires that the Breeder provide a valid Credit Card Payment Authorization Form to settle any and all expenses associated with this Agreement. The Credit Card will be charged immediately for the Breeding Fee upon receipt of the Agreement, for Distribution Fees prior to shipping semen and for any container deposits or late fees.

2023 Fresh Semen Breeding Fee: \$1,750 from January 1, 2023 until July 31, 2023
Fresh Semen Collection, Processing and Overnight Shipping Fee: \$375.00 (disposable container)
2023 Frozen Semen Fee per Dose (8 straws): \$500
Frozen Semen prep, Dry Shipper Rental, Overnight Shipping and Return Shipping of Dry Shipper: \$400-\$550
Frozen Semen Late Fee for return of the Dry Shipper beyond 72 hrs: \$85
Please inquire for "pick up" rates for both Fresh and Frozen Semen.
Credit Card Processing Fee: 3.5%
Breeding Fees DO NOT include collection, processing and shipping.

6. SEMEN SHIPMENT AND ADMINISTRATION

(a) Upon payment of the Breeding Fee the Breeder is entitled to shipments of semen from the Stallion during Hassinger's 2023 breeding season until the Mare conceives and sustains a pregnancy for 60-days. Should the Mare fail to achieve a pregnancy, the Breeder may receive discount on a new agreement during the 2024 breeding season, pursuant to the terms of the Breeding Discount set out in Section 9, below.

(b) In order for Hassinger to issue a breeding certificate for the breeding contemplated under this Agreement the Mare must be bred by a licensed veterinarian or a breeding technician approved by Hassinger. The same person must sign the Mare Breeding Passport. Failure to use a licensed veterinarian for insemination and pregnancy checks of the mare is at the risk of the Breeder.

(c) 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 Live Foal has been produced or a Recipient Mare is confirmed in foal under this Agreement.

(d) The 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 the Distributor.

(e) If frozen semen is utilized and unused doses remain after the mare is confirmed in foal 60-days post ovulation, all unused frozen semen must be returned to the Distributor. Frozen semen that is not returned will be charged to the breeder at the listed per dose price. Failure to respond regarding unaccounted for frozen semen doses will result in your card being charged for the unaccounted doses.

(f) Semen is typically available Monday through Friday (*no collections on Saturday*). At times, the stallion is given a “day off” from the breeding shed in order to ensure optimal quality semen or is unavailable due to shipping or showing. The Breeder may elect to receive frozen semen from the Stallion in these situations or wait until the Mare’s next cycle when the Stallion is available. Semen is shipped overnight via UPS. Fedex and Counter-to-Counter via Delta are per special request only and may incur additional fees.

(g) Cooled semen stallions are available for collection Monday thru Friday. Requests for semen MUST be made by 5PM Eastern Time of the day PRECEEDING collection and shipment or pick-up. Frozen semen must be sent Monday thru Friday. ALL requests for semen shipments must be made via TELEPHONE to Dr. Chelsea Sinclair (Hassinger Equine Reproduction) +1 (864) 952-7715 (cell phone).

*Late notifications will be accommodated, if possible, but cannot be guaranteed.*

**SHIPMENT DESTINATION INFORMATION:**

Clinic/Farm Name:	
Address:	
Contact Name:	
Contact Phone:	
Contact Email:	
Waive Signature:	Yes or No
Vet’s Name:	
Vet’s Phone:	
Vet’s Email:	

**7. PREGNANCY CHECKS**

The Mare Owner agrees to submit to Hassinger Notifications 1-4 below of the mare’s pregnancy via the online Mare Breeding Passport portal at [www.hassingerfarm.com](http://www.hassingerfarm.com)

Notification 1: Date of Insemination
Notification 2: Pregnancy Confirmation via Ultrasound: 14-16 days post ovulation
Notification 3: Pregnancy Check via Ultrasound: 55-60 days post ovulation
Notification 4: Birth of Cadouch Z Foal!

The completed online Mare Breeding Notifications must be received by Hassinger via the online Mare Breeding Passport portal not later than two weeks after each insemination, ultrasound or birth.

**8. BREEDING CERTIFICATE**

Upon written confirmation of pregnancy at 60 days, Hassinger 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 and owing have been received by Hassinger.

9. LIVE FOAL GUARANTEE: The MARE OWNER is guaranteed one “live foal,” meaning a foal which stands, nurses, and lives for 24 hours. If the Mare proves barren, aborts her foal, or the foal is stillborn, a return season will

be provided for the subsequent year only, upon the payment of a re-breed fee of \$500.00 (plus shipping and collection) and provided proper notification is given. Proper notification shall be a written certification by a licensed veterinarian within seven days that the Mare has slipped or produced a nonviable foal. Booster rhinopneumonitis vaccinations must be administered in the manner and frequency indicated by the manufacturer of the drug as the Mare progresses through her pregnancy. FAILURE TO PROVIDE SUCH VACCINATIONS VOIDS THE LIVE FOAL GUARANTEE. The live foal guarantee is provided only for the 2023 Breeding Season and shall be void if the Mare is sold prior to foaling; upon the failure of MARE OWNER to comply with the instructions provided in this Agreement, the live foal guarantee is void.

TERM AND TERMINATION

This Agreement shall continue until both parties have met their obligations hereunder. The last date for Hassinger to provide cooled semen for breeding under this Agreement is July 31, 2023.

10. ASSUMPTION OF RISK, WAIVER OF CLAIMS, INDEMNIFICATION

The Breeder assumes all responsibility for the care, custody, control and condition of the Mare throughout the breeding, pregnancy, foaling and suckling period, including all veterinary and other additional costs of breeding the Mare, and assumes all risk of loss or damage to the Mare and to any resulting foal, whether by death, disease, injury, infection or otherwise. The Breeder acknowledges that breeding provides heightened physical risk to a mare and agrees to waive any claims against, indemnify, release and hold harmless Hassinger, Select Breeders, Peterson Smith, Rood & Riddle, their directors, agents, employees and assigns, from any and all claims, demands, damages, actions, suits, attorney’s fees and costs, obligations or liabilities of any kind that are in any way related to the Mare or to the breeding or insemination of the Mare.

11. GENERAL TERMS

Hassinger’s waiver of any breach or failure to insist on complete performance of any term under this Agreement is not to be construed as a general waiver as to the other terms or as to ongoing waiver of the same term of this Agreement, and will not impair Hassinger’s future right to enforce its rights hereunder. This Agreement constitutes the entire agreement between the parties with regard to the subject matter addressed herein, and there are no other understandings, representations, warranties or agreements, oral or written. This Agreement may not be changed, modified or amended in whole or in part, except in writing, signed by both parties. This Agreement shall be governed by and construed under the laws of the State of Maryland without regard to conflict of law principles, and the courts of the State of Maryland shall have exclusive jurisdiction over any disputes arising hereunder, except that the parties agree first to try to settle any disputes arising hereunder through mediation using a neutral mediator familiar with both the applicable law and the customs and practices of the sport horse breeding industry.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have entered into this Agreement on the date first written above.

HASSINGER FARM, LLC

BREEDER

By: Amy P. Hassinger

By: \_\_\_\_\_