

Hassinger Farm, LLC  
450 Addor Rd.  
Aberdeen, NC 28315  
Dr. Chelsea Sinclair  
Breeding Manager  
(864) 952-7715



## 2024 Fresh/Cooled Breeding Agreement

The following agreement is made by and between Hassinger Farm, LLC, herein referred to as “Stallion Owner,” and \_\_\_\_\_, herein referred to as “Mare Owner.” The stallion owner agrees to breed the mare \_\_\_\_\_, herein referred to as “Mare,” to Sir Sandro, herein referred to as “Stallion,” during the 2024 breeding season using fresh, cooled semen supplied by Hassinger Equine Sports Medicine, Rehabilitation, & Reproduction, herein referred to as “Clinic.”

### Mare Information

Registered Name: \_\_\_\_\_

Breed Registry and Registration Number: \_\_\_\_\_

Barn Name: \_\_\_\_\_

### Terms & Conditions

- 1) This contract is non-transferable/non-assignable. If the Mare Owner wishes to substitute a mare other than the Mare that was originally assigned to this contract, they must contact the Stallion Owner for approval of the substitution. Furthermore, the Stallion Owner is not obligated to fulfill this contract for any

mare other than the Mare assigned to this contract. If the Mare is sold prior to the fulfillment of this contract, the contract does not convey with the Mare unless express written consent is provided by the Stallion Owner, at their discretion, prior to the sale of the Mare.

- 2) The Mare Owner must provide a copy of the Mare's registration certificate, pedigree, and a conformation photo in order for the contract to be valid.
- 3) The breeding fee for 2024 shall be \$1,750 USD and is due at the signing of this contract. An Early Booking Discount of \$250 will be applied to contracts paid in full by September 30, 2023. Any contract for which the breeding fee has not been paid in full is considered null and void. Semen will not be sent unless the contract is paid in full. Breeding fees paid with a credit card are subject to a 3.5% payment processing fee. Breeding fees are non-refundable.
- 4) Donated/Auction Breedings will incur an Administrative Fee of \$150 to cover costs associated with management of the breeding contract. This administrative fee is due prior to shipment of semen.
- 5) Live Foal Guarantee (LFG) - In the event that the Mare fails to conceive, aborts, or fails to produce a live foal that is able to stand and nurse within 24 hours of birth, the Mare Owner will be granted a rebreed for the following season (2025) only. This contract will not extend beyond the subsequent (2025) breeding season under any circumstances. If the Mare aborts or otherwise fails to produce a live foal, notification to the Stallion Owner must be provided in writing by a licensed veterinarian within one week (7 days) of the event in order for the LFG to be honored. The statement provided by the veterinarian must also provide assurance that all measures of due diligence (according to guidelines set forth by

the American Association of Equine Practitioners) were taken during the pregnancy, including vaccination against EHV-1 at 5, 7, & 9 months gestation.

Mares being bred for embryo transfer are not eligible for a LFG.

- 6) If the Mare fails to conceive after two semen shipments, evidence of a clean uterine culture from the Mare must be provided before additional semen shipments will be sent.
- 7) This agreement is for the production of a single foal. If more than one foal results from the fulfillment of this contract, an additional breeding fee will be due to the stallion owner for each additional foal produced within 7 days of the additional foal being born.
- 8) This contract does not allow for the cryopreservation of embryos beyond the contracted breeding season or intracytoplasmic sperm injection. If you wish to employ either of these procedures within this contract, you will need to contact the Stallion Owner for specific permission to do so.
- 9) In the event that the Stallion becomes deceased, incapacitated, or otherwise unfit for breeding, the Stallion Owner reserves the right, but is not obligated, to offer frozen semen (at an additional shipping & handling charge) or semen from another stallion owned by the Stallion Owner.

#### Semen Requests & Shipment

- 1) The Clinic will provide fresh, cooled semen in viable condition, shipped to the address indicated by the Mare Owner within this contract. The Clinic holds no responsibility or liability for lost, delayed, or otherwise mishandled semen shipments that may result in damages/loss of viability to the semen.

- 2) Fresh, cooled semen from the Stallion will be available Monday, Wednesday, and Friday. Semen requests must be made by 6:00 PM EST the day prior to collection by texting (preferred) or calling the Stallion/Breeding Manager at (864) 952-7715. In the request, please include the Mare's name, Mare Owner, and confirm delivery address and method of delivery. Semen shipments can be confirmed at the time of ordering; otherwise, they must be confirmed or canceled no later than 8:00 AM EST the day of collection. If the shipment is not confirmed or canceled by that time, it will be assumed that the semen is still needed and the Mare Owner will be charged for the shipment. Late requests will be accommodated when possible, but will be subject to a \$50 Late Request Fee.
- 3) Semen requests will be honored on a first-come, first-served basis. Please plan accordingly and keep the Stallion/Breeding Manager informed as to when you anticipate needing semen. If more requests are received on a given collection day than can be accommodated, mares deemed less likely to ovulate will be moved to the list for the following collection day.
- 4) Generally, you can expect to receive two doses of semen from this stallion with each shipment. However, if a particular collection does not provide enough to serve all mares on the list, one dose may be sent.
- 5) Fees for semen collection & shipment are as follows (plus a 3.5% processing fee):
  - a) UPS Next Day Air - \$350
  - b) UPS Next Day Air Early - \$450
  - c) Fed-Ex Priority Overnight - \$450
  - d) Counter to Counter (if available) - \$550
  - e) On-Farm Breeding or Pick-Up - \$250

- 6) Semen shipments will be sent with a prepaid return label included. The semen shipper plus its components, must be returned in good condition within 7 days of the shipment being received. Failure to do so will result in a replacement fee of \$50 being charged to the Mare Owner's method of payment.
- 7) The availability of fresh, cooled semen during the 2024 breeding season shall be April 8th - August 2nd. During this period, the Stallion may take limited leave from semen collection for competition. In the event that the Stallion is scheduled to leave for competition, Mare Owners will be notified at least 30 days in advance of the leave.

#### General Assumption of Risk

The Mare Owner 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 Mare Owner acknowledges that breeding provides heightened physical risk to a mare and agrees to waive any claims against, indemnify, release and hold harmless Hassinger Farm, LLC and Hassinger Equine Sports Medicine, Rehabilitation & Reproduction, 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.

#### General Terms

Stallion Owner'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 Stallion Owner'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 North Carolina without regard to conflict of law principles, and the courts of the State of North Carolina 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 below.

Stallion Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Mare Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Mare Owner's Name: \_\_\_\_\_

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

Phone #: \_\_\_\_\_

Veterinarian or Breeding Manager: \_\_\_\_\_

Clinic/Facility Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Shipping Address for Semen: \_\_\_\_\_

\_\_\_\_\_

Location is valid for Saturday delivery? Yes or No

If no, please provide Saturday delivery address: \_\_\_\_\_

\_\_\_\_\_

Please also include a copy of the Mare's registration papers, conformation photo, and the Credit Card Authorization Form with this contract. Semen will not be shipped without this information on file.