



ICSI Stallion Contract

This contract made by and between Cerulean Farm, LLC (Stallion owner) and _____ (Purchaser) for the breeding of the Mare named: _____, with registration number: _____ to Jaz Poco Zorro, the Stallion) for the _____ breeding season ("Present breeding season"); subject to the following terms and conditions:

1. PURCHASER DESIRES TO USE: FROZEN ICSI DOSE SEMEN

2. THE MARE: The Mare to be so bred is (breed of Mare): _____

The purchaser may not substitute another mare for this ICSI contract.

3. FEES: Purchaser agrees to pay the Stallion Owner the following fees:

ICSI DOSE FROZEN SEMEN: The Stallion Service Fee of \$650.00 US plus 6% Kentucky Sales Tax (\$40) per one ICSI session only is due at the signing of this contract and is payable before the Mare oocytes are inseminated. There is NO LIVE FOAL GUARANTEE for ICSI sessions.

All oocyte aspirations, shipping, ICSI procedure fees, embryo transfers and recipient mare fees are at Mare Owner's expense to be paid directly to the corresponding ICSI lab(s). Oocyte aspirations must be sent to Equine Medical Services, 5851 E Deer Park Rd, Columbia, MO 65201 where semen is held. Mare Owner is responsible for coordinating aspirations, shipping, ICSI sessions, freezing and implantation of embryos with all ICSI labs.

Mare Owner gives permission to Stallion Owner to communicate directly with Equine Medical Services about number of oocytes fertilized, incubated and viable embryos produced and inseminated into a recipient mare.

STALLION OWNER will provide covering certificates for each embryo resulting from one ICSI session.

ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE RELEASED FOR EACH ICSI SESSION.

4. RETURN OF SERVICE:

Purchaser shall not be entitled to a refund of the fees paid. There is no return of service if ICSI session does not provide any viable embryos.

5. NON-ASSIGNMENT:

This contract cannot be assigned or transferred by the Purchaser.

6. WARRANTY:

The Stallion Owner is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.

The Purchaser hereby releases the Stallion Owner, the Farm (Cerulean Farm, LLC) and any reform any liability for any disease, injury or accident to the Mare resulting from the ICSI session.

7. CERTIFICATE OF COVERING BY STALLION:

The Stallion will provide the Purchaser with a covering certificate per viable embryo resulting from one ICSI session with Mare as set forth above. All recovered embryos will be added to the Stallion Report submitted to AQHA at the end of the breeding season.

8. SALES TAX:

All fees are subject to applicable Kentucky Sales tax. The Mare Owner is responsible for payment of tax. A 6% tax (\$96) is in addition to the Stallion Service Fee and must be collected before semen is released for the ICSI session.

9. GOVERNING LAW:

This contract shall be governed by the laws of the Commonwealth of Kentucky and shall be binding upon the parties hereto and their personal representatives.

The parties hereby agree that any legal action under this contract shall be brought in Shelby County, Kentucky. The parties further hereby agree to have any disputes be resolved through mediation and arbitration by a licensed mediator chosen by the Stallion Owner.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals.

MARE OWNER (or Authorized Agent) Signature: X _____

MARE OWNER Printed Name _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____ (day) _____ (evening)

Email: _____

STALLION OWNER (or Authorized Agent) Signature: X _____

STALLION OWNER Printed Name: _____

Street: _____

City: _____ State: _____ Zip: _____

FOAL REGISTRATION INFORMATION:

Name of Mare: _____ Registration # and Breed Society: _____

Sire: _____ Registration # and Breed Society: _____

Dam: _____ Registration # and Breed Society: _____

ICSI Session Date(s) (to be completed by stallion owner): _____