

# 2024 Cooled Fresh Semen Contract

## Segreto 66

(Secret x Schiila B-Stedinger x DeNiro)

2018

Licensed Premium Hanoverian, Westphalan NA  
Lifetime Approval with Oldenburg-N.A.



This **Cooled (Fresh) Semen** Sales Agreement (the “Agreement”) is entered into as of \_\_\_\_\_ by and between **Tyler Equine LLC**, 2442 Muir Circle Wellington, FL 33414 and the breeder listed below (“Breeder”).

1. Breeding Fee: The following options are available:

- Single Dose \$700.00. No live foal guarantee; No refund of Breeding Fee after shipment of semen. This breeding agreement allows the Breeder to produce one foal.
- Multiple Dose \$1200.00. Includes a Live Foal Guarantee and up to three shipments of semen per season. A 15% discount is offered for State Premium Mares, mares that have verified show results in Prix St. Georges

**Initials: Mare Owner** \_\_\_\_\_

Progressive Steps Dressage tel: 1-561-351-2497 or [info@segreto66.com](mailto:info@segreto66.com)

and higher classes, mares that have offspring with verified show results in Prix St. Georges and higher classes, and multiple mares. This breeding agreement allows the Breeder to produce one foal.

- The Breeding Fee must be paid in full prior to the shipment of semen.
- Embryo Transfer. Tyler Equine must be notified at the execution of this Agreement if Mare Owner intends to use Embryo Transfer(s) as the means for producing a foal from this. Embryo transfers are permitted; the Mare Owner will be charged an additional stallion service fee of \$1200.00 if a second viable embryo is recovered from the same flush. Viability will be confirmed with a pregnancy check of the recipient mare at 45 days. The additional stallion service fee paid for a second viable embryo will be treated as a stand-alone multi-dose breeding contract with LFG. The Mare Owner may not substitute another mare for breeding without the prior written consent of the Stallion Owner. The semen is only meant for the mare described above. Each contract is for one live foal per agreement. Our responsibility per contract and the Live Foal Guarantee is null and void if restrictions to breeding and embryo transfer proceed without prior written consent.

2. Acknowledgement and Mare Information Sheet: Please complete and execute Schedules 1 and 2, attached hereto, and submit with payment information to [info@segreto66.com](mailto:info@segreto66.com) or if not submitting payment via email, please mail checks, Acknowledgement and Mare Information Sheet to: Tyler Equine, LLC, 2442 Muir Circle, Wellington, FL 33414

3. Breeding Season: The breeding season shall begin February 1<sup>st</sup> and close October 1<sup>st</sup> of the year covered by this Agreement.

PLEASE NOTE: The ability to register foals conceived in the 2024 year with the American Hanoverian Society will be conditional upon Segreto 66 completing his Hanoverian approval in 2024. In the event that this approval is not obtained, foals may optionally be registered as Oldenburg if the mare has already earned breeding approval from the Oldenburg registry.

4. Use of Semen: Mare Owner agrees to assume responsibility for all facets of breeding the mare and agrees to use all semen provided by this agreement solely to breed the Mare named above. Any attempt to use any portion of any semen shipped to the Mare Owner to breed any other mare shall automatically terminate all obligations of this agreement and result in forfeiture of all breeding fees, shipping fees, and the right to a breeder's certificate

5. Live Foal Guarantee: A live foal is guaranteed under the Multi-Dose option of contract. "Live Foal" means the foal shall stand and nurse for 24 hours. It is understood that if said mare did not get in foal from the previous year's breeding efforts, aborts the foal or if the foal is stillborn, a rebreed will be

**Initials: Mare Owner** \_\_\_\_\_

guaranteed the year immediately following the initial contract breeding season, providing proper notification is given within 7 days of the loss along with a statement executed by a veterinarian. Mare Owner certifies that abortion or death did not result from any act or omission of the Mare Owner. If a mare does not become pregnant or remain in foal for 65 days after two breeding cycles, the Mare Owner shall perform a uterine culture and submit the cytology results to Tyler Equine prior to receiving an additional shipment of semen.

6. Verification Forms: Mare Owner must RETURN the “Verification Forms,” attached hereto as Schedule 3 A and/or Schedule 3 B to Tyler Equine in order to receive a breeding certificate.
  
7. Transfer of Contract: The stallion owner must be informed in writing of the sale of the mare described in the contract for the transfer of the breeding certificate and LFG. Additionally, if the paid contract needs to be sold or transferred for any reason, the stallion owner must be notified in writing and approve the transfer before the transfer commences or it will be voided. A new Schedule 1 and 2 must be submitted for Transfer of Contract.
  
8. Shipping & Handling: **WellGrove Equine**, on behalf of Tyler Equine is responsible for the collection and shipping of semen, and the Mare Owner shall complete the Fax/ Email Request for Semen Shipment, attached hereto as Schedule 4, and return it directly to WellGrove via email at support@wellgroveequine.com.
  - a) Each semen shipment requires liquid nitrogen to prepare a semen container and transfer semen. The mare owner shall pay WellGrove liquid nitrogen/handling fee, determined by Wellgrove Equine, for each shipment to prepare a container and agrees to add this amount to the fees for the semen.
  
  - b) A UPS return label will be provided with the semen shipment. Please return the dry shipper within 48 hours. Mare Owners account will be charged costs as determined by Wellgrove Equine for each day the shipper is delayed after five days. If the shipper is damaged or not returned within 2 weeks, Mare Owner will be charged a fee determined by Wellgrove Equine for the replacement of the dry shipper.
  
  - c) WellGrove Equine, on behalf of Tyler Equine, shall ship semen from the stallion in viable condition when it leaves WellGrove Equine to the Mare Owner at the shipping destination supplied by the Mare Owner. WellGrove Equine and Tyler Equine hold no responsibility for shipping errors, misrouting, or mistreatment of shipper by shipping company, which might result in damages to semen.

**Initials: Mare Owner** \_\_\_\_\_

9. If there is a great demand for a certain day, breeding priority will be given to the earliest booked mares. Please contact the Breeding Manager, Beny Konstantinova: 561-351-24977, [info@segreto66.com](mailto:info@segreto66.com), to let us know when semen is needed ideally. A 24-hour notice is needed prior to the collection of the Stallion. Fedex and Purolator offer overnight services from our location
10. If something should happen to the Stallion, where he can no longer be a standing stallion, whether hurt or deceased, then the Mare Owner may opt to use frozen semen.
11. **Hold Harmless.** Mare Owner assumes all responsibility for the care, custody, control, and condition of their mare throughout the insemination, breeding, pregnancy, foaling and suckling period, including all veterinary and other additional costs of inseminating and breeding the mare. Mare owner agrees that the Mare will be artificially inseminated by a Veterinarian, qualified technician, or Mare owner. Mare Owner further assumes all risk or damage to their mare and to any resulting foal, whether by death, disease, injury, infection, or otherwise. Mare owner expressly agrees to waive any claims against, indemnify, release, and hold harmless Tyler Equine, LLC, its owners, members, managers, officers, directors, representatives, agents, assigns, and employees from any 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, nor apply any liens to the stallion (Segreto 66) or any property of Tyler Equine, LLC.
12. **Attorney's Fees.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees. Should Mare Owner prevail, Mare Owner's entitlement to reasonable attorney's fees and costs is limited to the amount capped by the Liquidated Damages provision of this Agreement. The reasonable attorney's fees are awardable under any provision of this Agreement and shall include such fees incurred in any post-judgment, collection, appellate, or bankruptcy proceedings.
13. **Liquidated Damages.** Pursuant to F.S. § 672.719, the sole, exclusive remedy of the Mare Owner against Tyler Equine, LLC, in case of any default by Tyler Equine, LLC under this Agreement, or in case of any damage or injury to the mare, or to the Mare Owner arising out of the default, non-performance purposeful wrong, or negligence of Tyler Equine, LLC, or in the case of any third party claim against Mare Owner arising out of the performance of this Agreement, shall be the amount of payment to Mare Owner by Tyler Equine, LLC of the purchase price of one breeding as specified in Schedule 1 of this Agreement. Mare Owner hereby waives any further entitlement to or claim for any further consequential, actual, punitive damages, for attorney's fees or costs from Tyler Equine, LLC, and Mare Owner further waives any claim for equitable relief against Tyler Equine, LLC

**Initials: Mare Owner** \_\_\_\_\_

arising in any way out of the purchase, sale, possession or use of the semen purchased under this Agreement.

- 14. Mare Owner’s Representations; Non-Reliance. Mare Owner represents and acknowledges that prior to the purchase of the semen specified in this Agreement, Mare Owner has enjoyed the adequate opportunity to select and inspect the health records and competition records (if any) of the Stallion; Mare Owner acknowledges that Mare Owner is not relying on anything said or provided by Tyler Equine, LLC related to the Stallion, and Mare Owner further states that Mare Owner is solely relying upon Mare Owner’s own independent investigation and analysis of the Stallion from which the semen has been collected.

IN WITNESS WHEREOF, Tyler Equine, LLC and Mare Owner have executed and delivered this Agreement in Palm Beach County, Florida as of the date of last signature hereto.

**TYLER EQUINE, LLC**

\_\_\_\_\_, *(print name)*

\_\_\_\_\_, *(signature)*

\_\_\_\_\_, *(date)*

**MARE OWNER, LLC, INC.**

\_\_\_\_\_, *(print name)*

\_\_\_\_\_, *(signature)*

\_\_\_\_\_, *(date)*

**Initials: Mare Owner** \_\_\_\_\_

**Initials: Mare Owner** \_\_\_\_\_

## STALLION SERVICE AGREEMENT CHECKLIST

1. Read and execute Stallion Service Agreement; Complete and execute Schedule 1, Acknowledgement, and Schedule 2, Mare Information Sheet, and email to [info@segreto66.com](mailto:info@segreto66.com) or mail to Tyler Equine, LLC 2442 Muir Circle, Wellington, FL 33414.
2. Submit breeding fee via check, bank transfer, Zelle, Venmo, or credit card. Contact Stallion Manager at [info@segreto66.com](mailto:info@segreto66.com) or 561.351.2497.
3. Complete and return Schedule 4 to WellGrove Equine at [support@wellgroveequine.com](mailto:support@wellgroveequine.com).
4. Contact Wellgrove Equine **before 4:00pm the day before shipment is required** to order semen.
5. Once mare is confirmed in foal at 60-65 days post ovulation, submit Schedule 3 A and Schedule 3 B, Veterinarian/Inseminator Verification Forms, via email to [info@segreto66.com](mailto:info@segreto66.com) or mail to Tyler Equine, LLC 2442 Muir Circle, Wellington, FL 33414. A breeding certificate will not be issued without a completed Veterinarian Verification Form.

**Initials: Mare Owner** \_\_\_\_\_

**Schedule 1 – Acknowledgement and Billing Information**

Single Dose \$ _____ (No Live Foal Guarantee)
Multi-dose \$ _____ (Live Foal Guarantee)
Total Due (U.S.) \$ _____

**Mare Owner Billing Information:**

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

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

Cell#: \_\_\_\_\_

Email: \_\_\_\_\_

**Payment Preferences:**

Zelle: Yes \_\_\_\_\_ or No \_\_\_\_\_

Venmo: Yes \_\_\_\_\_ or No \_\_\_\_\_

Credit Card: Yes \_\_\_\_\_ or No \_\_\_\_\_

Check: Yes \_\_\_\_\_ or No \_\_\_\_\_

Wire: Yes \_\_\_\_\_ or No \_\_\_\_\_

Please scan, fax, or email this form back to: [info@segreto66.com](mailto:info@segreto66.com) If not submitting payment via email, please mail the check and Agreements to: Tyler Equine, LLC, 2442 Muir Circle, Wellington, FL 3341

**Initials: Mare Owner** \_\_\_\_\_



## Schedule 2 - MARE INFORMATION SHEET

**Mare Information** Registered Name: \_\_\_\_\_  
 Alias: \_\_\_\_\_ Breed: \_\_\_\_\_  
 Registration #: \_\_\_\_\_ DOB: \_\_\_\_\_  
 Height: \_\_\_\_\_ Color: \_\_\_\_\_ Sire: \_\_\_\_\_  
 Dam: \_\_\_\_\_  
 Dam's sire: \_\_\_\_\_  
 Breeder Name: \_\_\_\_\_

**Owner Information**  
 Name: \_\_\_\_\_ Farm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone Number(s) Cell: \_\_\_\_\_ Home: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

**Breeding History**  
 Mare's current reproductive status: Maiden \_\_\_\_\_ Barren \_\_\_\_\_ In Foal \_\_\_\_\_ Number  
 of pregnancies: \_\_\_\_\_ Live Births: \_\_\_\_\_ Early fetal loss(es): \_\_\_\_\_ Have you ever  
 bred with shipped semen before? Yes/No Fresh Semen \_\_\_\_\_ Frozen Semen \_\_\_\_\_ Date of last uterine  
 culture and cytology: \_\_\_\_\_ Results \_\_\_\_\_; Biopsy: \_\_\_\_\_ Results \_\_\_\_\_

### Veterinarian Information

Veterinarian Name: \_\_\_\_\_ D.V.M. State of: \_\_\_\_\_ License  
 Number: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Will this  
 breeding be used for embryo transfer? \_\_\_\_\_

### Inseminator (Person handling breeding)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Will this  
 breeding be used for embryo transfer? \_\_\_\_\_

This form and information provided is a material part of the Stallion Segreto 66 Service Agreement with Tyler Equine and must be returned via email [info@segreto66.com](mailto:info@segreto66.com) or mailed to: Tyler Equine at 2442 Muir Circle, Wellington, FL 33414, as part of Mare Owner's performance of that Agreement in order to receive a Breeding Certificate for Mare's foal. Please review your answers for accuracy. "The information provided herein is true and accurate."

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

**Initials: Mare Owner** \_\_\_\_\_

**Schedule 3 A - INSEMINATION VERIFICATION FORM**

The person responsible for insemination and verification is required to complete this form with all dates and information.

1. That in the times and dates stated herein, I, Inseminator \_\_\_\_\_ and/or Licensed Veterinarian \_\_\_\_\_, artificially inseminated the

Registered Name of Mare: \_\_\_\_\_ Color: \_\_\_\_\_  
 Breed: \_\_\_\_\_  
 Mare's Breed Registration  
 No. \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 Markings: \_\_\_\_\_

**Please attach a confirmation photograph of the mare with this verification form.**

**Initials:** \_\_\_\_\_

With the semen of the stallion Segreto 66 and said inseminations were carried out in accordance with standard veterinary practices as follows:

Insemination Month: \_\_\_\_\_ Date: \_\_\_\_\_ Year: 202\_\_

\_\_\_\_\_  
 Signature

Insemination Month: \_\_\_\_\_ Date: \_\_\_\_\_ Year: 202\_\_

\_\_\_\_\_  
 Signature

Insemination Month: \_\_\_\_\_ Date: \_\_\_\_\_ Year: 202\_\_

\_\_\_\_\_  
 Signature

2. That after careful inspection, the mare inseminated is the mare described in the mare description box. Said inspection consisted of my comparing the written description of the mare with the mare I inseminated and found that the mare corresponds in every detail to said description.

3. That no other mare was inseminated with the stallion semen designated for this mare and that any excess thereto was promptly destroyed.

4. I will indemnify and hold harmless Tyler Equine from any claims arising from the negligent improper or ineffective insemination by me.

**Initials: Mare Owner** \_\_\_\_\_

I hereby examined the mare described on this document throughout the beginning of her pregnancy and finally, 60-65 days after last day bred and found her to be:

In foal\_\_\_\_ Not in Foal \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Signature

In foal\_\_\_\_ Not in Foal \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Signature

In foal\_\_\_\_ Not in Foal \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Signature

Witness my hand and seal executed this \_\_\_\_\_ month and \_\_\_\_\_ date of 202\_\_ year under pains and penalties of perjury.

Veterinarian Name: \_\_\_\_\_, D.V.M.

State of \_\_\_\_\_ License No. \_\_\_\_\_

Veterinarian Signature: \_\_\_\_\_

Name of Inseminator: \_\_\_\_\_

Signature of Inseminator: \_\_\_\_\_

This record must be RETURNED to Tyler Equine, [info@segreto66.com](mailto:info@segreto66.com) when the mare is examined at 60-65 days after the last bred date.

We wish you all the success in breeding your future champion!

Progressive Steps Dressage Center



**Initials: Mare Owner** \_\_\_\_\_

Progressive Steps Dressage tel: 1-561-351-2497 or [info@segreto66.com](mailto:info@segreto66.com)