

2023 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 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 _____

Initials: Mare Owner _____

\$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 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 1st and close October 1st of the year covered by this Agreement
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 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.

Initials: Mare Owner _____

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.
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: 561-351-2497, 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

Initials: Mare Owner _____

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 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

Initials: Mare Owner _____

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 _____

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 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 or 561.351.2497.
3. Complete and return Schedule 4 to WellGrove Equine at 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 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 If not submitting payment via email, please mail the check and Agreements to: Tyler Equine, LLC, 2442 Muir Circle, Wellington, FL 3341

Schedule 2 - MARE INFORMATION SHEET

Initials: Mare Owner _____

Progressive Steps Dressage tel: 1-561-351-2497 or info@segreto66.com

<p>Mare Information Registered Name: _____</p> <p>Alias: _____ Breed: _____</p> <p>Registration #: _____ DOB: _____</p> <p>Height: _____ Color: _____ Sire: _____</p> <p>Dam: _____</p> <p>Dam's sire: _____</p> <p>Breeder Name: _____</p>
--

<p>Owner Information</p> <p>Name: _____ Farm Name: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Phone Number(s) Cell: _____ Home: _____ Fax: _____</p> <p>E-Mail: _____</p>

<p>Breeding History</p> <p>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? <u>Yes/No</u> Fresh Semen _____ Frozen Semen _____ Date of last uterine culture and cytology: _____ Results _____; Biopsy: _____ Results _____</p> <p>Veterinarian Information</p> <p>Veterinarian Name: _____ D.V.M. State of: _____ License Number: _____ Phone: _____ Email: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____ Will this breeding be used for embryo transfer? _____</p> <p>Inseminator (Person handling breeding)</p> <p>Name: _____ Phone: _____ Email: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____ Will this breeding be used for embryo transfer? _____</p>
--

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 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: _____

Schedule 3 A - INSEMINATION VERIFICATION FORM

Initials: Mare Owner _____

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 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 _____

Initials: Mare Owner _____