

## BREEDING CONTRACT FOR FRESH CHILLED SEMEN

This agreement confirms the reservation to the stallion Tamerino (hereinafter referred to as the "Stallion") for the 2023 breeding season by the owner or lessee of the mare whose signature appears below (hereinafter referred to as the "Owner"). Owner hereby agrees to breed the mare \_\_\_\_\_ with the registration # \_\_\_\_\_, registered in the following registry \_\_\_\_\_, (referred to as the "Mare"). Breeding will be done by using fresh chilled semen supplied by Andy Kocher LLC (hereinafter referred to as "AK").

### Terms and Conditions

This is a non-transferable/non-assignable contract. In consideration of the mutual promises and covenants contained herein, and for valuable consideration, the parties hereto agree as follows:

1. Owner will provide a copy of Mare's registration certificate ( If She Has One ) with pedigree, and a completed copy of the Mare Information Form.

\*\*\* These documents must accompany this contract in order to receive a breeding certificate at the end of the season. \*\*\*

2. Mare owner understands that the mare should be examined by a licensed veterinarian at 16 days, 30 days and again at 60 days after the last day bred. Mare owner must then notify Andy Kocher LLC of pregnancy status at that time.

\*\*\* Mare owner must RETURN the "Veterinary Verification Form" (page 5 of contract) to AK in order to receive a breeding certificate at the end of the season. \*\*\*

3. The breeding fee for the semen shall be in US dollars payable prior to collection. Each additional live foal produced from the breeding must pay an additional \$1,000.00 breeding fee per foal to receive a breeding certificate to register the foal(s).

a. \$1,000.00 Breeding fee ("Purchase Price") due in full prior to collection of the fresh semen.

4. Live Foal Guarantee Should the mare fail to conceive, abort, or produce a live foal that is unable to stand-alone and nurse within 24 hours of birth, a veterinary certificate must be provided in writing by a licensed veterinarian within 10 days of the event. All rights to return to the stallion are subject to collection cost, and shipping fees must be paid in full prior to collection. This breeding right is sold for the mare identified above with a live foal guarantee and is limited to 2 breeding seasons.

\*\*\* AK does not offer live foal guarantee for embryo transfer. \*\*\*

5. Andy Kocher LLC reserves the right to substitute frozen semen from the Stallion should the stallion be unfit to be collected. Purchaser would incur additional fees for shipping and handling of frozen semen in this case. Please refer to the frozen semen contract for details of those costs. A maximum of 2 doses of frozen semen will be sent.

6. Owner shall pay a \$250 dollar collection fee and agrees to add this amount to the breeding fee. This fee must be received prior to the initial collection. If additional collections are required, an additional \$250 collection fee must be paid in full before each collection. If purchaser cancels their request for semen after a collection has been completed there will be no refund of the collection fee.

7. A maximum of four collections will be permitted. If the mare is not in foal after the first two breedings, a clean uterine culture certificate must be submitted to AK by the owner's veterinarian within 30 days of breeding on the next estrous cycle.

8. AK shall ship fresh chilled semen from the stallion in viable condition when it leaves AK to the Owner at the shipping destination supplied by the Owner. AK holds no responsibility for shipping errors, misrouting, or mistreatment of shipper by shipping company, which might result in damages to fresh chilled semen.

9. Fresh chilled semen is collected Monday through Friday. Orders will be taken by calling or texting Andy Kocher at 205-523-3088, by 1:00 p.m. EST for shipping the following collection day. The mare owner is responsible for knowing the collection schedule and for providing the schedule to their veterinarian.

10. Total shipping cost for semen delivery is \$300. All shipping costs, including the stud fee, will be charged on the owner's credit card, unless owner has a personal FedEx or UPS account number.

11. AK assumes no responsibility for any loss or damage to the mare. Owner shall assume all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare whether by death, disease, injury, infection, or otherwise, and Owner further agrees to indemnify and hold harmless AK, its officers employees and the Stallion Owner for any and all damages and liability.

12. This agreement may not be assigned or transferred by Owner without prior written consent of AK.

13. Contract follows the above noted mare and may not be transferred to another mare or new mare owner without prior consent of AK. Contract cannot be sold or reassigned to another party.

14. This agreement and all of its terms and conditions shall be binding upon and shall inure to the benefit of all the successors and permitted assigns of the Owner and AK.

15. The validity, construction, and enforcement of this agreement shall be in accordance with and governed by the laws of the state of Virginia.

Stallion Breeding Fee:	\$1,000.00
Collection Fee:	\$250.00
Shipping Fee:	\$300.00

**Owner/lessee signature**

**Andy Kocher LLC**

X \_\_\_\_\_

X \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Print:**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

**Payment Information:**

Visa/MasterCard/American Express #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Account Holder Name: \_\_\_\_\_

Account Billing Address: \_\_\_\_\_

**Semen Shipment Information:**

FedEx or UPS Account # (please circle which service) : \_\_\_\_\_ If none, credit card above will be charged for shipping.

Ship to: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-Mail address (for tracking info): \_\_\_\_\_

If not submitting via email, please mail all checks and contracts to:  
**Andy Kocher 638 Rocky Hollow Rd Charlottesville, VA 22911**

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

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

Veterinarian (handling breeding) \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Will this breeding be used for embryo transfer? \_\_\_\_\_ If so, please note there is **NO LIVE** foal guarantee.

This form and information provided will become part of your agreement with AK.  
Please review your answers for accuracy.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**VETERINARY VERIFICATION FORM**

I, the undersigned veterinarian, duly licensed by the state of \_\_\_\_\_ do hereby attest that the following occurred: That at the following times and the following days, I artificially inseminated the mare, “\_\_\_\_\_” with the semen of the stallion \_\_\_\_\_ and said inseminations were carried out in accordance with standard veterinary practices.

Further, I hereby certify 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.

Further, I certify that no other mare was inseminated with the stallion semen designated for this mare and that any excess thereto was promptly destroyed.

Further, I certify that I will indemnify and hold harmless AK from any claims arising from the negligent improper or ineffective insemination by me.

Witness my hand and seal executed this \_\_\_\_\_ day of \_\_\_\_\_ 2023 under pains and penalties of perjury.

- 1. This form must be signed by the veterinarian on every occasion that the mare is inseminated.
- 2. This record must be signed when the mare is examined by a licensed veterinarian 60-65 days after the last day bred.
- 3. This record must be RETURNED to AK when the mare is examined at 60-65 days after the last bred date.

**Insemination Date**

**Veterinarian Signature**

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I hereby examined the mare described on this documented 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\_\_\_\_\_ Veterinarian\_\_\_\_\_

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

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

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

Mare Name \_\_\_\_\_

Mare Date of Birth \_\_\_\_\_ Mare's Sire \_\_\_\_\_

Mare's Dam \_\_\_\_\_ Mare's Color \_\_\_\_\_

Registration #: \_\_\_\_\_

Mare Owner Name and Address:\_\_\_\_\_

\_\_\_\_\_