

Nitrous of Majestic Friesians

2023 Breeding Contract

Majestic Friesians
21750 19 Mile Rd
Big Rapids, MI 49307
lori@loribrockrealtor.com 231-250-8882
Lori Brock

Twin Creek Farms LLC
18075 4 Mile Rd
Morley, MI 49336
twincreekfarms@charter.net 231-856-4693
Theresa Rorabaugh

This 2023 contract is for breeding to the KFPS/FHANA registered Friesian stallion Nano aka Nitrous, owned by Majestic Friesians Lori Brock and collected at Twin Creek Farms LLC in Morley, MI, USA. This agreement is valid only for the 2023 breeding season. The Mare Owner and Majestic Friesians and Twin Creek Farms LLC agree to the following terms and conditions:

1. **BREEDING:** Semen shipped is to be used on only the mare provided in this agreement. This agreement cannot be transferred or sold by the Mare Owner. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership.
2. **BREEDING FEE:**
 - a. The Breeding Fee for Nano aka Nitrous is \$1000.00 USD.
 - b. The collection and shipping fee is based through Twin Creek Farms pricing.
 - c. Payment of the Breeding Fee and Collection/Shipping Fee can be made by Certified check, cash or PayPal, and must be received by Majestic Friesians and/or Twin Creek Farms LLC **prior to** the collection and shipment of semen. Mode of payment should be arranged with Majestic Friesians and/or Twin Creek Farms LLC.
 - i. Additional reproductive services are available at Twin Creek Farms LLC. These services include (but are not limited to): Mare Boarding, Ultrasound, Artificial Insemination, and Medical Care (shots, flush, cultures, etc.). Mare Owners need to arrange, and will be billed separately for, such services with Twin Creek Farm LLC
3. **BREEDING SEASON:** The Majestic Friesians and Twin Creek Farms LLC 2023 breeding season for Nano aka Nitrous is from March 1st to August 31st. Cooled semen will be available in the order that contracts have been received. Advanced booking will place your mare at the top of the list for shipped semen. All other semen requests will be on a first come basis.
4. **COOLED SEMEN ORDERS:** Twin Creek Farms LLC ships semen **5 days/week, Monday - Friday**. In order for semen to be collected and shipped for timely arrival, semen orders must be called in the day **before** the intended insemination and before **11:00 AM Eastern Time**, in order for the shipment to be picked up from the farm by FedEx at Noon. If orders are made after 11:00 AM ET and if time permits, the Mare Owner may opt to pay a \$40.00 charge for a special trip to be made to the local FedEx office in time for overnight shipment. This option can not be guaranteed.

Semen orders should be made by telephone to 231-856-4693. When the shipment has been received by FedEx, Twin Creek Farms LLC will share the tracking number with the Mare Owner. Orders canceled after the stallion has been collected will be billed. Majestic Friesians and Twin Creek Farms LLC assumes no responsibility for the loss of semen or semen viability caused by the carrier (FedEx).

The Mare Owner understands that each shipment of semen will contain one dose of semen. A second dose will be included in the shipment only after all orders are filled and additional doses are still available. Priority will be given in the order the contracts were received.
5. **LIVE FOAL GUARANTEE:** Should the mare fail to conceive, abort, die or not produce a "Live Foal" (Live Foal shall be defined as a foal that stands and nurses without assistance for a period of at least 24 hours from the time of birth), then Majestic Friesians guarantees the Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of Majestic Friesians) within the current or the following breeding season only.

The Mare Owner shall notify Majestic Friesians within sixty days of the last day of the breeding season if the mare did not conceive, to be eligible for a rebreed. The Mare Owner shall also notify Majestic Friesians within thirty days of the mare's abortion, should the mare abort. If the mare does not produce a "Live Foal", then the Mare Owner shall provide Majestic Friesians with a veterinarian's certificate stating the time and date of birth, time and date of death and cause of death within seven calendar days of such death.

The Live Foal Guarantee shall be specifically conditioned upon the Mare Owner's vaccination of the mare for Rhinopneumonitis in the 5th, 7th, and 9th month of the mare's pregnancy. The Mare Owner shall provide Majestic Friesians with the certificate stating that such vaccination has taken place at the time the Mare Owner requests a rebreed pursuant to this section.

The Live Foal Guarantee shall lapse and Majestic Friesians shall have no further obligation under this section if:

- a. The Mare Owner fails to rebreed the Mare during the acceptable return breeding periods as defined in this section (within the current or the following breeding season).
- b. The Mare Owner fails to provide a Rhinopneumonitis vaccination certificate.
- c. The Mare is bred by another stallion without written consent by Majestic Friesians.
- d. The Mare is substituted with another mare without written consent by Majestic Friesians.
- e. The Mare fails to conceive, aborts or dies and the Mare Owner fails to notify Majestic Friesians as defined in this section.
- f. The Foal dies due to lack of supervision or proper facilities during the birthing process.
- g. The Foal dies due to any negligent act of the Mare Owner.

If the mare does not become pregnant within two breeding seasons, the Mare Owner no longer has the right to rebreed the mare to this stallion and forfeits all fees paid to Majestic Friesians.

The Live Foal Guarantee in this contract is non-transferable and non-assignable and should the mare be sold or otherwise disposed of prior to the birth of the foal, the Live Foal Guarantee shall be void. The Mare Owner shall not be entitled to a refund of fees paid except if the stallion should die or become unfit for service prior to serving the mare in the present breeding season. Once the mare has been serviced, there will be no refunds of any kind. Should the stallion die after the mare has been serviced, the Live Foal Guarantee shall become void.

6. Majestic Friesians and Twin Creek Farms LLC cannot be held responsible in any way for any illness or injury to a mare or to any other horse due to the breeding with this Stallion, nor for a mare's failure to conceive. It is understood that Majestic Friesians and Twin Creek Farms LLC, their employees, veterinarians, and guests shall not be liable for any injury, escape, disability, or death of any horse related to this breeding.
7. The Mare Owner should have their mare checked for pregnancy at approximately 15 days after ovulation. This allows for time to handle any issues around possible twin embryos as well as give the Mare Owner and Twin Creek Farms LLC time to prepare for the next breeding cycle if the mare did not settle.
8. The laws of the State of Michigan govern this contract.

10. The Mare Owner acknowledges full agreement with this breeding contract by signing and returning this contract to Majestic Friesians.

Contracts should be sent by email to:

lori@loribrockrealtor.com

Please fill out all mare and owner information on the following page and return the completed portion of this contract (photo or document format are both acceptable) to the email address:

lori@loribrockrealtor.com.

Please note shipping prices are subject to change & Twin Creek Farms pricing. Please call them for accurate pricing.

Nitrous of Majestic Friesians
2023 Breeding Contract

Majestic Friesians
21750 19 Mile Rd
Big Rapids, MI 49307
lori@loribrockrealtor.com 231-250-8882
Lori Brock

Twin Creek Farms LLC
18075 4 Mile Rd
Morley, MI 49336
twincreekfarms@charter.net 231-856-4693
Theresa Rorabaugh

This contract applies to the breeding of the following mare:

Mare _____

Registration # _____

Name of Mare Owner _____

Address _____

City _____ Province/State _____

Postal/Zip Code _____ Phone _____

Email _____

Ship semen to: Name _____

Shipping Address (if different from above) _____

City _____ Province/State _____

Postal/Zip Code _____ Shipping Phone _____

Shipping Email _____

*Please check if FedEx delivery is available to the above address.

By signing below, I acknowledge that I have read and agree in full to the terms and conditions set forth in the 2023 Breeding Contract for Nano aka Nitrous.

Signature of Mare Owner _____

Date _____

***Please include a copy of your mare's registration paper.