

EHRENTANZ SYNDICATE, LLC
 N2594 Hwy 26
 Watertown, WI 53098
 Silvia Geyer, Breeding Manager:
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 920-342-7739

EHRENTANZ KD *Ps* FRESH COOLED, SHIPPED SEMEN CONTRACT

This Fresh Cooled, Shipped Semen Contract (the "Agreement") is entered into as of _____ by and between Ehrentanz Syndicate, LLC, a limited liability company organized under the laws of the State of Wisconsin, ("Ehrentanz Syndicate") and the breeder listed below ("Breeder") for the purpose of breeding Ehrentanz KD *Ps*, Trakehner/OSB-E-S433 ("Stallion") to the Breeder's mare identified below ("Mare"), with the goal of producing one Live Foal, defined as a foal that stands, nurses (including from a bottle), and survives the first 48 hours after birth. By signing this Agreement and sending payment or by submitting a successful bid in any stallion service auction you confirm that you have carefully read this contract and agree, without reservation to its terms.

1. BREEDER:

BREEDER INFORMATION		
Breeder's Name:		
Address:		
Phone:	(home)	(cell)
	(work)	(fax)
Email:		

- (a) The Mare Owner shall have no right, title or interest in the Stallion except for the breeding rights expressly set forth in this Agreement. Breeder represents and warrants that he, she, or it is the registered and legal owner of Mare or that he, she, or it has the legal authority and power to enter this Contract.
- (b) All breeding under this agreement is to be by artificial insemination.
- (c) The breeding season for the Stallion via cooled semen is April 1st to August 1st unless special arrangements are made. Any special arrangements are entirely at the discretion of Ehrentanz Syndicate.
- (d) In the event that the Stallion should be unavailable for breeding by cooled semen due to illness, injury, infertility, death, sale, showing or training schedule or for any other reason prior to the first shipment of semen to Breeder, Ehrentanz Syndicate will notify Breeder and Breeder may

elect to terminate this Agreement and receive a refund of the Breeding Fee, which will be returned within thirty (30) days. If a prior shipment of semen has been made, there will be no refund of the Breeding Fee, but Breeder can execute an Ehrentanz KD Frozen Semen Agreement and apply any funds paid towards the Frozen Semen Agreement. This Agreement will terminate upon the execution of the Frozen Semen Agreement. Notwithstanding the foregoing, the Breeding Fee will not be refunded should this Agreement be entered into as a result of any stallion service auction.

2. MARE-

MARE INFORMATION			
Registered name:			
Breed:		Registration #:	
A COPY OF YOUR MARE'S REGISTRATION PAPERS MUST BE ATTACHED			
Mare's Breeding History: <i>Years bred, Foals produced, Any health concerns</i>			

- (a) A breeding soundness exam, including a uterine culture and cytology, is recommended for all mares. We expect you to follow your veterinarian's recommendations. If Mare fails to settle after two breeding attempts, Breeder will be required to submit culture and cytology results to Ehrentanz Syndicate prior to any additional shipments of semen.
- (b) Breeder may substitute a new mare that is owned or leased by Breeder if the original mare is no longer suitable for breeding, however, complete information on the new mare must be supplied to Ehrentanz Syndicate, LLC prior to requesting or using semen and Ehrentanz Syndicate must approve of and consent to the substitution. The substitution of a replacement mare does not extend the original terms of this Agreement.

3. FEES:

BREEDING FEE:	\$1250
AVAILABLE DISCOUNTS: Mares must be booked at the same time to be eligible for a multiple mare discount. Only one discount allowed per contract	10% Return Breeder discount 20% Exceptional Mare discount (Model Mare, Elite Mare) 10% Discount for booking 2 mares 15% Discount for booking 3 mares 20% Discount for booking 4 or more mares
TOTAL BREEDING FEE DUE: <i>Breeding Fee minus any discounts for which the Breeder is eligible</i>	\$

- (a) Payment of Fees: A Breeding Fee of (\$1250) is due upon execution of this Agreement ("Breeding Fee"). For each Breeding Fee, Ehrentanz Syndicate, LLC will complete the necessary documentation to allow Breeder to register one foal with the "American Trakehner Association", "Oldenburg Registry North America & International Sport Horse Registry" or "Stud-Book sBs - Belgian Sport Horse –North America".
- (b) Collection and Shipping Fees: The first collection is included in the Breeding Fee. Each subsequent collection is \$250.00 each + shipping fee. EXCEPTION – A \$250 collection fee + shipping will be paid for each shipment should this agreement be reached as a result of any stallion service auction. Collection and fees must be paid, in full, before any semen will be shipped to Breeder. Ehrentanz Syndicate LLC will use the mare owner's credit card number or Fed Ex account number to pay for the shipping.
- (c) Shipping Container: Semen is shipped in specialized containers which shall, at all times, remain the property of Ehrentanz Syndicate. For each shipment of semen, the shipping container must be returned to Ehrentanz Syndicate, in good condition, within 10 days. A late fee of \$10 per day will be added for failure to return the shipping container within ten days, unless prior arrangements are made. The cost of any loss of or damage to the container will be billed to Breeder and must be paid, in full, before any subsequent shipment will be made.
- (d) Discounts are available only to eligible Breeders, as determined by Ehrentanz Syndicate in its' sole discretion.

4. SEMEN SHIPMENT AND ADMINISTRATION:

- (a) Upon payment of the Breeding Fee and any Collection and Shipping Fees, Breeder is entitled to shipments of semen from the Stallion during the current breeding season until the Mare conceives and sustains a pregnancy. Should the Mare fail to produce a Live Foal (as defined herein) as a result of breeding during the current season, Breeder may receive shipments of semen from the Stallion during the subsequent season pursuant to the terms of the Right of Return set out in Section 7, below.
- (b) Cooled semen may not be frozen for future use, and semen provided under this Agreement may not be used to breed any mare other than the Mare identified in this Agreement, or to re-breed the Mare once a Live Foal has been produced. If an additional foal or foals is or are produced, Breeder will be charged an additional Breeding Fee, per foal. No Breeder's Certificate will be issued until all payments are made, in full.
- (c) The Mare Owner assumes the risk of missed breeding opportunities due to problems with timing of the Mare's ovulation, the Mare's fertility, or shipping or handling of the semen after it leaves Ehrentanz Syndicate.
- (d) Semen is typically available Monday through Friday (there are no collections on Saturday or Sunday, unless special arrangements are made to have the semen be picked up by the mare owner or agent and Ehrentanz Syndicate is able to accommodate those arrangements). The Stallion may be unavailable for collection periodically due to competition and travel schedules. Ehrentanz Syndicate will endeavor to notify mare owners of possible scheduling conflicts.

Please keep Ehrentanz Syndicate notified as the Mare enters her breeding cycle. Semen is shipped overnight via Federal Express.

- (e) Requests for semen must be made by 8:00 a.m. Central Time of the day of collection and shipment or pick-up. ALL requests for semen must be made via TELEPHONE. Late notifications will be accommodated if possible, but there will be an additional late fee assessed by Ehrentanz Syndicate.
- (f) Requests for semen will be addressed in the order in which they are received. Ehrentanz Syndicate may be unable to meet all requests made for a particular day, but will make every effort to do so.

SHIPMENT DESTINATION INFORMATION		
Attention:		
Address:		
Special Delivery Instructions:		
Phone:	(home)	(cell)
	(work)	(fax)
Email:		

VETERINARY INFORMATION (if different than Shipment Destination)		
Vet's Name:		
Clinic Name:		
Address:		
Phone:	(home)	(cell)
	(work)	(fax)
Email:		

5. PREGNANCY CHECKS: The Mare Owner agrees to notify Ehrentanz Syndicate of the Mare's pregnancy status at 14-16 days post-ovulation. Ehrentanz Syndicate also recommends an additional pregnancy check at 55-60 days post ovulation.

6. RIGHT OF RETURN: The Breeder may breed the Mare under this Agreement during a second consecutive season only under the following conditions: (a) Ehrentanz Syndicate is notified no later than September 15th in the first season under this Agreement, certifying the Mare has not become pregnant during the first breeding season; or (b) the Mare fails to produce a Live Foal as defined herein, Ehrentanz Syndicate is verbally notified within 72 hours of the foal's death, miscarriage or discovery of reabsorption, and such verbal notification is followed within ten (10) days by a signed written statement from a veterinarian stating the details of the loss of the pregnancy or the foal. If such notification is not received within the time period required, the Right of Return provided herein becomes null and void. Collection and shipping fees for the return season will be at the rates in effect during that subsequent season. The Right of Return is applicable only to the Breeder listed herein. If Mare is sold or ownership is otherwise changed, the Right of Return shall terminate.

7. TERM AND TERMINATION: This Agreement shall continue until both parties have met their obligations hereunder. The last date Ehrentanz Syndicate will provide semen for breeding under this Agreement is August 1, 2020.

8. ASSUMPTION OF RISK, WAIVER OF CLAIMS, IDEMNIFICATION. The Breeder assumes all responsibility for the care, custody, and control and condition of the Mare throughout the breeding, pregnancy, foaling and suckling period and thereafter, including all veterinary and other additional costs of breeding the Mare, and assumes all risk of loss or damage to the Mare and assumes all risk of loss, damage, illness, infection or injury to the Mare and any resulting pregnancy or foal, known or unknown, whether by death, disease, injury, infection or otherwise including risks related to or attributable to the use of fresh cooled semen and artificial insemination even if related to the negligence of Ehrentanz Syndicate, but excluding intentional acts or gross negligence. Breeder acknowledges that breeding provides heightened physical risk to a mare and agrees to waive any claims against, indemnify, release, and hold harmless Ehrentanz Syndicate, their members, managers, their agents, employees, successors and assigns, from any and all claims, demands, damages (specifically including special, incidental or consequential 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 under this Agreement, including those which may arise from the negligence of Ehrentanz Syndicate, but excluding intentional acts or gross negligence. Breeder assumes all risk of missed breeding opportunities and any and all risk related to problems with shipping and handling including the timing of any shipment, the inability to meet Mare's ovulation schedule and all risk related to Mare's conception or fertility. Breeder is responsible for ensuring all requirements for registration pursuant to the applicable requirements of Breeder's chosen breed association are met.

9. NO WARRANTY: BREEDER UNDERSTANDS THAT EHRENTANZ SYNDICATE DOES NOT OFFER AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Ehrentanz Syndicate does not and cannot guaranty that a viable pregnancy will be produced or that any foal ultimately born will be healthy, free from genetic or other defects, sound, safe, or suitable for any particular riding, training or showing goal.

10. GENERAL TERMS: The Breeder may not assign this Agreement or any interest in this Agreement without the prior written consent of Ehrentanz Syndicate. This Agreement constitutes the entire agreement between the parties with regard to the subject matter addressed herein, and there are no other understandings, representations, warranties or agreements, oral or written. This Agreement shall be governed by and construed under the laws of the State of Wisconsin and the courts of Dodge County, Wisconsin, shall have exclusive jurisdiction over any disputes arising hereunder, except that the parties first try to settle any disputes arising hereunder through mediation using a neutral mediator familiar with both the applicable law and the customs and practices of the sport horse breeding industry.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

Ehrentanz Syndicate, LLC

BREEDER

By: _____
Its Breeding Manager, as duly authorized

By: _____