



Amy K. Bock
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www.ParcivalOnline.com

PARCIVAL

2011 Frozen Semen Service Contract

This contract is made this _____ (day/month) 2011 by and between Amy Bock ("Stallion Owner") and _____ ("Purchaser") for breeding the mare named: _____ ("Mare") to the stallion PARCIVAL for the 2011 Breeding Season, subject to the following terms and conditions:

1. MARE INFORMATION

Breed: _____ Reg. number: _____ DOB: _____

Color: _____ Markings: _____

Sire: _____ Dam: _____

Dam Sire: _____

Registry in which the foal will be registered: _____

2. PURCHASER INFORMATION

Name _____

Address _____

City _____ State _____ ZIP _____

Phone _____ Fax _____ Email _____



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3. REQUIRED DOCUMENTS

In addition to completing this contract, Purchaser must complete the following documents, which are incorporated in this contract by reference:

- a. Mare Health Form – to be completed by Purchaser’s veterinarian before semen is to be shipped.
- b. Palm Beach Equine Clinic Semen Shipping Form – to be completed by Purchaser and provided to Palm Beach Equine Clinic before semen is to be shipped.
- c. Certificate of Insemination and Pregnancy Examination – to be completed by Purchaser’s veterinarian within 12 weeks of insemination.

4. BREEDING FEES (payable to Stallion Owner)

- a. Stallion Owner agrees to provide Purchaser with ____ insemination doses of Frozen Semen from the Stallion ***Parcival*** for a fee of \$ _____ (the “Breeding Fee”). Each dose will contain the correct amount of straws required for each breeding dose, which is determined at Palm Beach Equine Clinic.
- b. Please make checks for the Breeding Fee payable to Amy K. Bock. Payments should be made by check or money order; a \$35.00 fee will be charged for a bank returned check.
- c. Stallion Owner’s receipt of the Breeding Fee confirms the Mare’s reservation to breed to the Stallion for the present breeding season.

5. SHIPPING COSTS (payable to Palm Beach Equine Clinic)

- a. Purchaser agrees to pay all shipping costs.
- b. PREPARATION OF SHIPMENT: \$150.00 fee includes rental of the container, including charging, instructions, and any needed phone consultation.
- c. SHIPPING: Minimum \$200.00. Costs vary depending on location of recipient.
- d. REFUNDABLE DEPOSIT: There is a \$900.00 fully refundable deposit for the container.
- e. Purchaser is responsible for insuring the shipping container during both legs of the trip. Failure to return the shipper within 4 days of leaving Palm Beach Equine Clinic will result in a late fee of \$25 day. This fee will be charged to the credit card on file.
- f. All fees are payable upon execution of this contract. Purchaser agrees and understands that no semen will be shipped until all fees have been paid.



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6. CONDITIONS

- a. Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a licensed veterinarian acceptable to Stallion Owner. The Mare Health Form must be completed and signed by a licensed veterinarian.
- b. Palm Beach Equine Clinic agrees to deliver semen in viable condition at the time of delivery in a sealed shipper. Semen must be transferred to your tank the day it arrives.
- c. All inseminations must be performed by a currently licensed veterinarian with experience in equine artificial insemination and the practical use of frozen equine semen. Attempts to use frozen equine semen outside the controlled situation of a qualified facility can greatly reduce, or even prevent, chances of conception. Palm Beach Equine Clinic will provide detailed thawing and usage instructions for the veterinarian.
- d. It is hereby understood and agreed that shipped semen shall be sent only to Purchaser's veterinarian, designated below by Purchaser. An alternative location is permitted with consent of Purchaser's veterinarian.

Veterinarian performing insemination procedure: _____

Veterinary name: _____ clinic/hospital

Phone: _____ Mobile or emergency phone: _____

Shipping address: _____

- e. Before removing semen from the shipper, check that the tank is in good condition and semen has not been damaged. Once semen is moved from the tank it is no longer covered by FedEx. **If damaged, do not remove semen**, and call 561-793-1599 immediately.
- f. Palm Beach Equine Clinic requires at least 24 hours notice before shipping so that the container can be charged. To ensure that a container is available around the time shipment will be required, however, **please notify Palm Beach Equine of the estimated breeding date well in advance of the breeding.**
- g. Neither Palm Beach Equine Clinic nor Stallion Owner is responsible for Frozen Semen that is mishandled.
- h. Breeding certificates will be issued to each mare upon receipt of all properly completed and signed paperwork from the attending veterinarian.



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- i. Purchaser is solely responsible for having the designated veterinarian complete and sign the required Certificate of Insemination and Pregnancy Examination in a timely fashion in order to receive the Live Foal Guarantee.

7. LIVE FOAL GUARANTEE

- a. In the event that the mare is barren, aborts or produces a foal that is unable to stand alone and nurse and subsequently dies within 48 hours of birth, a return breeding will be guaranteed the following breeding season, at a cost of 25% of the original Breeding Fee, under the following conditions:
 - 1) The breeding veterinarian must inform Palm Beach Equine Clinic in writing of the following:
 - The Mare was considered breeding sound, including the Mare's breeding history.
 - The Mare had been bred on at least 2 different heat cycles, using all three doses of the frozen semen.
 - The breeding condition of the Mare, including biopsy, culture and blood test results and ultrasound findings.
 - Treatment that was used on the mare, including uterine flushes, hormones such as HCG, or other.
 - 2) The Purchaser is responsible for booking fee, shipping costs, container rental, and insurance on return breeding shipments.
 - 3) In the event the mare is no longer considered breeding sound, another mare may be substituted for the return breeding upon approval of the substitute mare by Stallion Owner.

8. MULTIPLE MARES

With the advances in frozen semen technology, it is possible to inseminate multiple mares with one shipment. Stallion Owner will issue separate breeding certificates for each impregnated mare from the same shipment at a cost of 50% of the original Breeding Fee. There are no additional collection or shipping costs.

9. LIABILITY

- a. Purchaser shall assume all responsibility for the condition of the mare, and the facilitation of the reproductive process for the mare and shall bear all risk of loss financial or otherwise including, but not limited to damage to the mare and/or foal, whether by death, disease, injury, infection or otherwise, and by any cause whatsoever, and therefore agrees to hold Stallion Owner, or its agents, or employees, harmless for any and all damages associated therewith.
- b. Purchaser agrees to hold harmless Stallion Owner, its agents, and employees, for any loss or hardship whatsoever incurred relative to breeding the contracted mare, including, but not limited to losses due to the unforeseen illness, injury, or death of the stallion or the Stallion Owner.



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- c. Purchaser specifically understands that Palm Beach Equine Clinic makes no guarantees or warranty as to the fertilizing capacity of any semen provided under the terms of this contract, either expressed or implied, however, known conception rates will be relayed to Buyer, and are given in good faith. Purchaser is responsible for ascertaining their mare's registry's requirements for the use of frozen semen and subsequent registration of foals.

10. CORRESPONDENCE

All correspondence with Stallion Owner shall be addressed to:

Amy Bock
2583 Bedford Mews Dr.
Wellington, FL 33414

All correspondence with Palm Beach Equine Clinic shall be addressed to:

Palm Beach Equine Clinic
Reproductive Services
13125 Southfields Rd
Wellington, FL 33414-7297

11. WARRANTY

Stallion Owner is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. All relevant information regarding the semen will be furnished with the shipment. All warranties of merchantability and fitness for a particular purpose are hereby excluded.

12. NO ASSIGNMENT

This contract cannot be assigned or transferred by Purchaser. There shall be no right of return to the Stallion if the Mare is sold or otherwise changes ownership after having been served by the Stallion.

13. GOVERNING LAW

- a. This contract is made and entered into in the County of Palm Beach regardless of the manner or location of solicitation and shall be interpreted, enforced and transacted under the laws of the State of Florida. All disputes arising from or relating to this contract shall be subject to the jurisdiction of Palm Beach County under the laws of the State of Florida. Venue for any dispute arising hereunder shall lie in Palm Beach County.



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- b. If this Contract is signed by an agent on behalf of the Purchaser, the agent unequivocally guarantees payment as set out hereinabove, and agrees to make payment in full as herein above set out in the event the principal does not make timely payment thereof. This contract is binding in accordance with the laws of the State of Florida.

14. ENTIRE AGREEMENT

The signature of Purchaser or Purchaser’s agent for breeding of the Mare on this document attests to the fact that the signatory has read and understood all terms outlined herein and accepts this contract as a legal and binding instrument. This contract constitutes the entire agreement between the parties. No other agreements, whether verbal or implied, are included.

Purchaser **Date**

Stallion Owner **Date**