



## BREEDING CONTRACT

between

Johanna und Martin Oswald, Karl-Benz-Strasse 1a, 86825 Bad Wörishofen, Germany

called "stallion owner" in the following,

and

(name, adress, phone and email)

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called "mare owner" in the following.

### 1. Stallion

This contract is applies for the stallion:  
"Goodbar for Good" - AQHA # 5809366 for the 2019 breeding season.

### 2. Breeding season

will begin February 1st 2019 and end June 30th 2019. After this no more semen will be sent out.  
Neither fresh nor frozen semen.

### 3. Breeding fee

The 2019 breeding fee is 1.500€ - shipping costs are additionally.

### 4. Booking fee

The booking fee is to be paid by the time of signature of this contract and amounts 500€.  
The booking fee is part of the breeding fee and is **non-refundable**.  
This contract will only be valid with the payment of the booking fee.

### 5. Shipping costs

At this moment shipping will be 150€ (europe). Shipping is not cicluded in of the breeding fee.  
These costs can vary from time to time.  
Shipping costs occur for every single shipping.

## 6. Shipping

Semen will only ship after receiving the full amount of the breeding fee (that includes the booking fee) and the shipping costs.

Additional shippings only after the receiving of the new shipping costs.

## 7. Papers and Registration

Registration application will be sent out after the foals birth and as soon as all payments have been received (breeding fee, booking fee, mare boarding, shipping costs - etc.).

To apply for the registration applications the stallion owner will need a copy of the certificate of registration of the mare - please provide with this contract.

The owner shown on this copy of the certificate of registration will be named in the breeding report and the registration application for the new born foal!

Its the mare`s owners responsibility to return the signed insemination certificate and the mares certificate of registration to the stallion owner. Failure to send these informations will make registration impossible.

## 8. Life foal guarantee

The stallion owner will give a life foal guarantee (**not** applicable for embryo transfers!).

The life foal guarantee applies if: the mare did not receive, the mare absorbs, the foal is born dead or if the new born foal does not live for 12 hours.

(official certificate of veterinarian needed!).

The demand of rebreed in consequence of the life foal guarantee can **not** be sold or given to a third party person in any way. Return privileges will **only** be available for the following year. A change of mare will only be valid with the approval of the stallion owner and is not subject to this contract.

Life foal guarantee expires if the mare owner fails to inform the stallion owner within **7** days of the death of the foal and/or fails to submit an official certificate of the veterinarian.

The rebreed will not apply a new breeding fee but there is a 300€ semen fee in the (following) rebreed year - shipping also applies extra.

## 9. Mare

This contract is for the mare: \_\_\_\_\_

AQHA # \_\_\_\_\_

and/or

APHA # \_\_\_\_\_ (**no** color guarantee on APHA mares!)

## 10. Embryo transfer

the Stallion owner has to be informed if the mare will be bred by embryo transfer.

If this results in twins (or more foals) the mare owner will have to report this to the stallion owner immediatly.

Accordingly there will be an additional breeding fee to be paid **immediatly** for the twin and every other embryo.

One or more breeding fees are to be paid to the stallion owner **without any deduction** - even tough the twin and every other embryo was not intended by the mare owner.

If the mare owner fails to pay these additional costs the stallion owner has the full right to refuse the registration applications.

Every single flush has to be reported to the stallion owner - whether it results in an embryo or not. The flush report must be sent to the stallion owner by the October 1st of current year - even if it did not result in an embryo that could be transferred.  
There is **NO** life foal guarantee for embryo transfers.

#### 11. Fresh and frozen semen

The breeding fee includes 2 deliveries of semen - 2x8=16 straws frozen semen or 2 deliveries of fresh semen - shipping costs are extra.

Two additional deliveries (as above) can be bought for 550€ but they are subject to availability and there is no deduction or other entitlement for a mare not in foal or unused deliveries. Additional shipping costs apply.

After the mare has been covered the breeding report has to be sent to the stallion owner:

- Dates of Insemination and amount of used straws
- Date of successful breeding has to be marked

(The breeding report is part of this contract and is attached below - please make yourself a copy for your records)

Unused semen stays property of Johanna and Martin Oswald. They may not be used in any other case than for the breeding of the mare in this contract.

These unused semen are to be returned or to be destroyed - by the assignment of the owners: Johanna and Martin Oswald.

If the mare owner/contractual partner uses any semen unallowed there will be an additional fine of 2500€ on top of any other open bill(s)/payments (additional breeding fee etc.)

#### 12. Unfit mare or stallion

If the mare will become unfit to breed because of death or other reasons the stallion owner has to approve on a new mare - with the need of a new contract.

If the stallion will become unfit to breed the stallion owner will refund the breeding fee - excluding the booking fee! - to those mare owners with mares not in foal due to the unavailability of semen.

#### 13. Signatures

This contract is valid only with the signature of both the stallion owner and the mare owner and the successful receipt of the booking fee.

#### 14. Choice of law and jurisdiction

Choice of law and jurisdiction is Memmingen - Bavaria - Germany only.

Bad Wörishofen, date

\_\_\_\_\_,date\_\_\_\_\_

\_\_\_\_\_  
Johanna and Martin Oswald

\_\_\_\_\_  
Signature mare owner

Payment:

Bank transfer to: Johanna and Martin Oswald QH - IBAN: DE..... SWIFT/BIC:

or

PAYPAL to: jason@goodbarforgood.com



## INSEMINATION REPORT

is to be sent to:

Johanna und Martin Oswald, Karl-Benz-Strasse 1a, 86825 Bad Wörishofen, Germany

for the mare

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AQHA # \_\_\_\_\_

and/or

APHA # \_\_\_\_\_

1. Attempt - date \_\_\_\_\_ in foal:    yes    no

2. Attempt - date \_\_\_\_\_ in foal:    yes    no

3. Attempt - date \_\_\_\_\_ in foal:    yes    no

4. Attempt - date \_\_\_\_\_ in foal:    yes    no

Signature Veterinarian: \_\_\_\_\_    Signature mare owner: \_\_\_\_\_

This insemination report and a copy of the mare`s certificate of registration has to be sent to the stallion owner no later then October 1st 2019. Thank you!