



# EASY ON THE EYEZ

## 2021 Shipped Cooled Semen Contract

THIS AGREEMENT, made on the date last shown by and between EASY ON THE EYEZ / ROSCITI QUARTER HORSES,LLC (“STALLION OWNER”) and the undersigned Owner or Lessee of the mare described below(“MARE OWNER”):

### **1. BREEDING:**

The MARE OWNER hereby engages one service by shipped cooled semen to EASY ON THE EYEZ (the “Stallion”) for the following Mare for the 2021 breeding season (Feb 1st - July 2nd) :

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NAME OF MARE, REGISTRATION NUMBER, AND BREED (the “Mare”)

### **2. STALLION SERVICE PROGRAM BREEDING FEE AND BOOKING FEE:**

The Breeding Fee shall be \$1500, which includes a non-refundable booking fee of \$500 payable with this agreement, which reserves in the Stallion’s book for 2021 a breeding for the Mare agreed upon by Stallion Owner. MARE OWNER agrees to pay the balance and any other fees due before any shipment of semen shall be made. The first FedEx overnight shipment & Collection is covered in the breeding fee.

Subsequent Shipments will be \$250 collection + actual freight

All Stallion Service Breedings and all Stallion Auctions do not include the collection and shipping fee to STALLION.

### **3. COLLECTION, CONTAIN, AND SHIPPING FEES:**

Breeding season begins Monday, February 1st, 2021. Semen will be shipped by FedEx Express Priority Overnight Service using Disposable Shipping containers. Upon the payment of additional fees and with 24 hours notice, airport counter to counter service may be used if available. Such services, the fees for those services, and the requirements for using those services are set forth on the ATTACHMENT which is incorporated by reference.

### **4. CONDITION AND OWNERSHIP:**

MARE OWNER represents and warrants that the Mare is in sound breeding condition and free from disease and infection. MARE OWNER certifies that the address of record for shipment is a facility suitable for, and with a veterinarian competent in, equine artificial insemination. If multiple shipments are requested, STALLION OWNER reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments. A copy of the Mare's certificate of registration reflecting the ownership of the Mare by the MARE OWNER should be submitted with this Agreement together with the completed ATTACHMENT. If the MARE OWNER is a lessee of the Mare, then MARE OWNER should be submitted with this Agreement together with the completed ATTACHMENT. If the MARE OWNER is a lessee of the Mare, then MARE OWNER should so submit a lease agreement or other document reflecting recognition of applicable breed registry of that lease.

### **5. LIVE FOAL GUARANTEE:**

The MARE OWNER is guaranteed one "live foal," meaning a foal which stands, nurses, and lives for 24 hours. If the Mare proves barren, aborts her foal, or the foal is stillborn, a return season will be provided for the subsequent year only, upon the payment of shipping and collection only and provided proper notification is given. Proper notification shall be a written certification by a licensed veterinarian within seven days that the Mare has slipped or produced a nonviable foal.

### **6. MULTIPLE FOALS:**

The payments provided in paragraph 2 are for one foal for this breeding season for this Mare. Should more than one embryo or foal result from a breeding, MARE OWNER shall pay an additional Breeding Fee for each additional embryo or resulting foal. No breeding certificate for any foal shall issue without such additional payment.

**7. SUBSTITUTION:**

If the Stallion dies, or is sold, or becomes unfit for service prior to settling the Mare or the Mare dies before being settled, then this Agreement shall terminate and the Breeding Fee (not including the Booking Fee) shall be refunded to the MARE OWNER. Another mare may be substituted only upon the express written consent of the STALLION OWNER.

**8. BREEDER'S CERTIFICATE:**

Upon notification of birth of live foal, full payment of all fees and expenses, and the performance of all other obligations of MARE OWNER under this Agreement, STALLION OWNER shall issue a breeder's certificate to MARE OWNER.

**9. WARRANTIES:** NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT NOR THE SEMEN DELIVERED UNDER THE AGREEMENT.

\_\_\_\_\_  
Signature of MARE OWNER ("MARE OWNER")

\_\_\_\_\_  
Printed Name of MARE OWNER,  
Lessee, or Agent

\_\_\_\_\_  
Signature of STALLION OWNER

\_\_\_\_\_  
Printed Name of STALLION OWNER

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Attachment to Shipped Cooled Semen Contract**  
**2021 fees and procedures**

1. Collection Days are Monday, Wednesday, Friday beginning February 1st and ending July 2nd
2. The First Shipment and Collection fee is included in the full price Breeding Fee (not applicable for donated or reduced price breedings).
3. FedEx overnight shipments and collections will be \$250 collection + actual shipping freight
4. Please contact us by telephone (239-222-3595) by 6pm eastern time the day before your semen is to be shipped.
5. ALL Fees must be paid in full before any shipments will be sent

**Mare Owner information**

Billing Address:

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

Street address: \_\_\_\_\_

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

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

**Shipping Address**

Contact: \_\_\_\_\_

Street address: \_\_\_\_\_

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

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

## Payment Authorization

1. All shipped semen contracts must have a credit card on file. This card will be charged in the event a subsequent shipment is needed and has not been paid for in advance.
2. In the event you would prefer to send a check, you **MUST** communicate this prior to the shipment leaving our custody.
3. There is a 3% transaction fee for all credit card transactions

### Please Charge this Card for:

\_\_\_\_\_ Booking Fee      \_\_\_\_\_ Remainder of Breeding Fee      \_\_\_\_\_ Shipments

NAME (as it appears on card) \_\_\_\_\_

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

Card Type:    Visa \_\_\_\_\_                      Mastercard \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date \_\_\_\_\_ / \_\_\_\_\_                      Security Code \_\_\_\_\_

Cardholder Signature \_\_\_\_\_ Date: \_\_\_\_\_

By Signing this contract, you are agreeing to pay the amount invoiced to you.



Sarah Rosciti  
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