

**THE LOPIN MACHINE
2023 SHIPPED COOLED SEMEN
CONTRACT**

THIS AGREEMENT, made on the date last shown below by and between MASTERSON FARMS, LLC (“STALLION OWNER” or the “FARM”) 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 THE LOPIN MACHINE (the “STALLION”) for the following Mare for the 2023 breeding season:

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

2. **BREEDING FEE AND BOOKING FEE:** The Breeding Fee shall be \$3,500 (or \$3,250 if booked before January 15, 2023) which includes a nonrefundable booking fee of \$750 payable with this Agreement, which reserves in the STALLION'S book for 2023 a breeding for the MARE. MARE OWNER agrees to pay the balance and any other fees due before any shipment of semen shall be made.
3. **COLLECTION, CONTAINER, AND SHIPPING FEES:** 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, the MARE OWNER should also submit a lease agreement or other document reflection recognition by the applicable breed registry of that lease.
5. **LIVE FOAL PROVISION:** The MARE OWNER will be provided one “live foal”, meaning a foal which stands, nurses, and lives for 24 hours, or 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 a rebreed fee of \$750 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. Booster rhinopneumonitis vaccinations must be administered in the manner and frequency indicated by the manufacturer of the drug as the MARE progresses through her pregnancy. FAILURE TO PROVIDE SUCH VACCINATIONS VOIDS THE LIVE FOAL PROVISION. The live foal provision is provided only for the 2023 Breeding Season and shall be void if the MARE is sold prior to foaling, upon the failure of MARE OWNER to comply with the instructions provided in this Agreement, or upon the failure of MARE OWNER to bring the MARE to the FARM for care and insemination during the subsequent breeding season upon the STALLION OWNER's request.
6. **MULTIPLE FOALS:** The payments provided in paragraph 2 are for one foal for this breeding season from 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 upon a positive 30 day pregnancy check of the recipient mare. No breeding certificate for any foal shall issue without additional payment.
7. **SUBSTITUTION:** If the STALLION dies, 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. **BREEDERS CERTIFICATE:** Upon notification of birth of a 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 or release online a breeder's certificate to the 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.**
10. **AGREEMENT:** This Agreement: a) may neither be assigned nor transferred in any manner absent the express written permission of STALLION OWNER; (b) constitutes the entire agreement of the parties; c) supersedes all other agreements or understandings between the parties; d) may not be amended in any manner other than in a writing executed by both parties; e) shall be interpreted in accordance with the laws of the State of Tennessee; and (c) shall be binding upon the heirs, personal representatives, successors, and permitted assignees of the parties. The failure of STALLION OWNER to require performance of any provision of this Agreement shall not affect STALLION OWNER's right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
11. **BINDING EFFECT:** This Agreement shall become binding when: a) MARE OWNER has paid the Booking Fee and sent to STALLION OWNER a signed copy of this Agreement together with a completed ATTACHMENT and a copy of the MARE's Certificate of Registration (and, if applicable, documents concerning the lease of the MARE); and b) STALLION OWNER accepts and so notifies MARE OWNER.

Signature of MARE OWNER (“MARE OWNER”)

Printed Name of MARE OWNER, Lessee, or Agent

Accepted this ____ day of _____, 20__.

By: _____
MASTERSON FARMS, LLC (“STALLION OWNER”)