

**RL BEST OF SUDDEN
2023 FROZEN SEMEN LFG AGREEMENT**

THIS AGREEMENT, made on the date last shown below by and between MASTERSON FARMS, LLC (“STALLION OWNER”) and the undersigned Owner or Lessee of the mare described below (“MARE OWNER”):

1. **BREEDING:** The breeding shall be by means of Frozen Semen stored at and shipped from Select Breeders Southwest. Upon payment in full, four doses of frozen semen will be provided in shipments of two. For these purposes, a dose is defined as a single insemination dose of 8 straws of 0.5ml containing at least 800 million sperm with >35% post thaw motility. One additional dose may be purchased for \$1,000 plus handling and shipping. Any unused semen shall remain the property of the STALLION OWNER and returned at MARE OWNER’s expense to the storage facility or, with written permission, destroyed by a Veterinarian. No further breeding or use of this semen may occur without payment in full of Breeding and Booking Fees and execution of an Agreement so providing.

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

2. **BREEDING FEE AND BOOKING FEE:** The Breeding Fee shall be \$6,500, which includes a nonrefundable booking fee of \$1,000, payable with this Agreement, which reserves in the Stallion’s book for 2023 a breeding for the Mare. MARE OWNER agrees to pay any unpaid balance and any other fees due before any shipment of semen shall be made.

3. **COLLECTION, CONTAINER, AND SHIPPING FEES:** Shipping will be provided by Select Breeders Southwest, 2892 Rock Hill Road, Aubrey TX 76227 (940) 365-2467. MARE OWNER shall be responsible for shipment of the frozen Semen from Equine Services to MARE OWNER.

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. 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. If the MARE OWNER is a lessee of the Mare, then MARE OWNER should also submit a lease agreement or other document reflecting recognition by the applicable breed registry of that lease.

5. **LIVE FOAL PROVISION:** The MARE OWNER will be entitled to 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 of two doses will be provided for the subsequent year only, upon the payment of a rebreed fee of \$1,000 plus handling and shipping, 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 GUARANTEE. The live foal guarantee is provided only for the 2023 Breeding Season and shall be void if the Mare is sold prior to foaling or upon the failure of MARE OWNER to comply with the instructions provided in this Agreement.

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 result from a breeding, MARE OWNER shall immediately notify STALLION OWNER and pay an additional Breeding Fee of \$6,500 for each additional embryo payable upon a positive 30 day pregnancy check of the recipient mare. No breeding certificate for any foal shall issue without such notification and 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 a breeder's certificate to the MARE OWNER who shall be responsible for notifying STALLION OWNER of pregnancy status and last breeding date.

9. **WARRANTIES: NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT OR THE SEMEN DELIVERED UNDER IT.**

10. **AGREEMENT:** This Agreement: a) may neither be assigned nor transferred in any other 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, U.S.A.; and f) shall be binding upon the heirs, personal representatives, successors, and permitted assigns 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 and 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”)