

RL BEST OF SUDDEN
2023 FROZEN SEMEN DOSE 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. For these purposes, a dose is defined as an insemination dose of 8 straws of 0.5ml containing at least 800 million sperm each with >35% post thaw motility. Any unused semen shall remain the property of the STALLION OWNER and no further breeding or use of this semen may occur without payment in full of breeding fees and execution of an agreement so providing.

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

2. **BREEDING FEE:** The Breeding Fee for a single dose shall be \$3,000 payable with this Agreement. If subsequent doses are necessary, the second dose shall be \$2,500 and any further doses shall be \$1,000 each.

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 Select Breeders Southwest 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 with frozen semen. 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. **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 immediately notify STALLION OWNER and pay an additional Breeding Fee of \$3,000 for each additional embryo or resulting foal. No breeding certificate for any foal shall issue without such notification and additional payment.

6. **SUBSTITUTION:** If there is no further frozen semen available or if the Mare dies before being settled, then this Agreement shall terminate and the Breeding Fees paid shall be refunded to the MARE OWNER. Another mare may be substituted only upon the express written consent of the STALLION OWNER.

7. **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.

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

9. **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.

10. **BINDING EFFECT:** The Agreement shall become binding when: a) MARE OWNER has sent to STALLION OWNER a signed copy of the Agreement and a copy of the Mare’s certificate of registration (and, if applicable, documents concerning the lease of the Mare); b) MARE OWNER has paid the Breeding Fee; and c) 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”)