



1089 Nesbitt Road Colora, MD 21917

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breeding@hilltopfarminc.com www.hilltopfarminc.com

### One-Year Equine Breeding Agreement

This Equine Breeding Agreement (the "Agreement") is entered into as of \_\_\_\_\_ by and between Hilltop Farm, Inc., a Maryland corporation with its principal place of business at 1089 Nesbitt Road, Colora, MD 21917 ("Hilltop") and the breeder identified below (the "Breeder") for the purpose of breeding the Stallion identified below (the "Stallion") to the Breeder's mare identified below (the "Mare"), with the goal of producing one pregnancy, defined as a mare confirmed in foal 60-days post insemination or in the case of embryo transfer a surrogate mare confirmed 60-days in foal.

#### 1. BREEDER:

BREEDER INFORMATION		
Breeder's Name:		
Address:		
Phone:	(Primary Phone)	(Alt. Phone)
Email:		

(a) The Breeder may not assign or transfer this Agreement or any interest in this Agreement.

#### 2. STALLION.

STALLION INFORMATION (the "Stallion")			
Stallion's Name:	<b>Popeye</b>	Breed/Registration Number:	<b>Westfalen / 41-08721-02</b>

(a) The Mare Owner shall have no right, title or interest in the Stallion except for the breeding rights expressly set forth in this Agreement. All breeding under this agreement is to be by artificial insemination. The Breeder would prefer to receive \_\_\_\_\_ fresh cooled or \_\_\_\_\_ frozen semen from the Stallion.

(b) The breeding season for the Stallion via cooled semen is March 15, 2021 to August 31, 2021. Frozen semen may be shipped January 4, 2021 to September 30, 2021.

(c) In the event that the Stallion should be unavailable for breeding by cooled semen due to illness, injury, infertility, death, sale, or for any other reason, the Breeder will receive frozen semen from the Stallion or may elect cooled semen from another Hilltop-owned stallion of your choice. The Breeder's selection of a replacement stallion is subject to availability. If and only if the Stallion becomes unavailable prior to the first shipment of semen to the Mare, the Breeder may alternatively elect to receive a refund of the Breeding Fees. After the first shipment of semen, there will be no refund of Breeding Fees. After the first shipment of semen under this Agreement, failure by the Breeder to choose frozen semen from the unavailable Stallion or cooled semen from an available alternative Hilltop-owned stallion shall not extend the Breeder's rights under this Agreement or entitle the Breeder to any refund or compensation. All refunds are subject to a 10% office fee.

#### 3. MARE.

MARE INFORMATION (the "Mare")			
Mare's Registered Name:		Mare's Barn Name:	
<b>WILL THIS BE AN EMBRYO TRANSFER BREEDING? Yes or No (circle one)</b>			
Age:	Breed:	Registration #:	
<b>A COPY OF YOUR MARE'S REGISTRATION PAPERS MUST BE ATTACHED.</b>			
Registries Mare is Approved with:		Preferred Registry for Foal:	
Mare's Breeding Status:		Planned Month of Breeding:	
<b>Has your mare been tested for Warmblood Fragile Foal Syndrome (WFFS)? Yes or No (circle one) Results: _____</b>			

(a) A Breeding Soundness Exam prior to breeding, including a uterine culture and cytology, is recommended but not required for all mares. If a mare fails to settle after two breeding cycles, the Breeder will be required to submit culture and cytology results to Hilltop prior to any additional shipments of semen.

(b) The Breeder may substitute a new mare that is owned or leased by the Breeder if the above Mare is no longer suitable for breeding. Complete information on the new mare must be supplied to Hilltop prior to requesting or using semen. The substitution of a replacement Mare does not extend the original terms for the Agreement.

4. **EMBRYO TRANSFERS.** (a) Hilltop must be notified at the execution of this Agreement if the Breeder intends to use Embryo Transfer as a means of producing a foal from this breeding. It is the responsibility of the Breeder to arrange for the Recipient Mare or Mares and the Breeder bears all costs, responsibility, and risk associated with them.

(b) In the case that multiple embryos are recovered from the Donor Mare, the additional embryos may be transferred to multiple Recipient Mares at the Breeder's discretion. The Breeder must notify Hilltop of any additional pregnancies not later than 18 days post implantation. An additional Breeding Fee will be due for each additional Live Foal resulting from the transfer of multiple embryos from the same breeding. The additional Breeding Fee for each additional Live Foal is due not later than one week after the birth of each additional foal.

(c) Permission to transfer multiple embryos from one breeding of the Donor Mare does not in any way imply the right to breed any mare other than the identified Donor Mare to the Stallion with semen shipped pursuant to this Agreement, or to re-breed the Donor Mare with semen shipped pursuant to the Agreement while there is at least one viable pregnancy or if a Live Foal has been produced. If the Breeder wants to rebreed the Donor Mare to achieve additional pregnancies while there is a successful surrogate pregnancy in progress, a new Breeding Agreement must be executed.

(d) Freezing of embryos is not permitted under this agreement.

5. **FEES.**

<b>Total Breeding Fee Due:</b>	<b>\$750</b>
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(a) **Payment of Fees.** The Breeding Fee is due upon execution of this Agreement.

(b) **Collection and Shipping Fees.** Collection and shipment of semen for Hilltop stallions is performed by Select Breeders Service, Inc. ("SBS"). The collection of semen and shipping expenses (which together comprise the Distribution Fees ("Distribution Fees")) are set out in Hilltop's Schedule of Breeding Fees for the current breeding season and are payable to SBS. The Distribution Fees will be charged to the Mare Owner's credit card prior to each semen shipment.

(c) **Container Security.** Semen is shipped in specialized containers which shall at all times remain the property of Hilltop or SBS. For each shipment of semen, the shipping container must be returned to Hilltop or SBS in good condition within the timeframe listed on the container and by the method specified in the container documents. A Late Fee, as set out in the Schedule of Breeding Fees, may be assessed for late return of the shipping container. Any loss of or damage to the container will be the responsibility of the Breeder and will be charged to the Breeder's credit card.

(d) **Credit Card Required.** Hilltop requires that the Breeder provide valid credit card information for securing the semen shipping container deposit and for the billing of Distribution Fees prior to each shipment of semen. Other fees may be charged directly to the credit card at the Breeder's request. The Breeder's signature on the Credit Card Authorization Form that follows this contract is authorization for Hilltop and/or SBS to charge the credit card for Distribution Fees and to charge the credit card for loss of or damage to the shipping container, as well as for the amount of any returned check plus relevant bank fees.

6. **SEMEN SHIPMENT AND ADMINISTRATION.** (a) Upon payment of the Breeding Fee the Breeder is entitled to shipments of semen from the Stallion during Hilltop's 2021 breeding season until the Mare conceives and sustains a pregnancy for 60-days. Should the Mare fail to achieve a pregnancy, the Breeder may receive discount on a new agreement during the 2022 breeding season, pursuant to the terms of the Breeding Discount set out in Section 9, below.

(b) In order for Hilltop to issue a breeding certificate for the breeding contemplated under this Agreement the Mare must be bred by a licensed veterinarian or a breeding technician approved by Hilltop. The same person must sign the Mare Breeding Passport. Failure to use a licensed veterinarian for insemination and pregnancy checks of the mare is at the risk of the Breeder.

(c) Cooled semen may not be frozen for future use, and semen provided under this Agreement may not be used to breed any mare other than the Mare identified in this Agreement or to re-breed the Mare once a Live Foal has been produced or a Recipient Mare is confirmed in foal under this Agreement.

(d) The Mare Owner assumes the risk of missed breeding opportunities due to problems with timing of the Mare's ovulation, the Mare's fertility, shipping or handling of the semen after it leaves SBS.

(e) If frozen semen is utilized and unused doses remain after the mare is confirmed in foal 60-days post ovulation, all unused frozen semen must be returned to Hilltop Farm. Frozen semen that is not returned will be charged to the breeder at the listed per dose price. Failure to respond regarding unaccounted for frozen semen doses will result in your card being charged for the unaccounted doses.

(f) Semen is typically available Sunday through Friday (*no collections on Saturday*). At rare times a stallion is given a "day off" from the breeding shed in order to insure optimal quality semen. The Breeder may elect to receive frozen semen from the Stallion in these situations or wait until the Mare's next cycle when the Stallion is available. Whenever possible, semen is shipped overnight via Federal Express.

(g) Cooled semen stallions are available for collection Sunday thru Friday. Requests for semen must be made by 9PM Eastern Time of the day preceding collection and shipment or pick-up, with the exception of Sunday collection requests which must be made by 5PM Eastern Time on Saturday. Frozen semen must be sent Monday thru Friday. ALL requests for semen shipments must be made via TELEPHONE. *Late notifications will be accommodated if possible, but cannot be guaranteed and there will be an additional late fee assessed by SBS.*

SHIPMENT DESTINATION INFORMATION			
Attention:			
Address:			
Special Delivery Instructions:		Waive Signature: (circle one)	<b>YES or NO</b>
Contact Information:	(phone)	(email)	
<b>Preferred Airport for Shipping if Same-Day Shipment Needed:</b>			

VETERINARY INFORMATION (if different than Shipment Destination)			
Vet's Name:			
Clinic Name:			
Address:			
Contact Information:	(phone)	(cell)	
	(fax)	(email)	

7. **PREGNANCY CHECKS.** The Mare Owner agrees to submit to Hilltop confirmation of the mare's pregnancy at 14-16 days post-ovulation and at 55-60 days post ovulation. Hilltop recommends additional pregnancy checks at 28 days post-ovulation and between 35-40 days post-ovulation. The completed Mare Passport must be received by Hilltop not later than September 15<sup>th</sup>. If pregnancy checks are still pending at that time, the Mare Passport should be returned and written confirmation of additional checks should be sent following each pregnancy check that occurs after September 15<sup>th</sup>.

8. **BREEDING CERTIFICATE.** Upon written confirmation of pregnancy at 60 days, Hilltop Farm will issue a Breeding Certificate for the appropriate breed registry. In the case of Embryo Transfers, no Breeding Certificate will be issued for additional pregnancies until any additional Breeding Fees due have been received by Hilltop.

9. **BREEDING DISCOUNT.** Breeder will receive a discount valued at 50% of the total breeding fee paid on this contract to be used off the total breeding fee of a new 1-Year contract during the 2022 breeding season under the following conditions: (a) a Mare Breeding Passport signed by a licensed veterinarian or a breeding technician approved by Hilltop must be received by Hilltop not later than September 15<sup>th</sup>, certifying that the Mare has not become pregnant and sustained a pregnancy to 60-days post insemination during the 2021 breeding season. If such notification is not received within the period required, there will be no breeding credit.

(b) In the case of Embryo Transfers, the Breeding Discount shall apply only if there is no pregnancy produced from any implanted embryos. Loss of additional pregnancies from multiple implanted embryos does not entitle the Breeder to the Right of Return if there is at least one pregnancy produced under the Agreement.

10. TERM AND TERMINATION. This Agreement shall continue until both parties have met their obligations hereunder. The last date for Hilltop to provide semen for breeding under this Agreement is August 31, 2021 for cooled semen and September 30, 2021 for frozen semen.

11. ASSUMPTION OF RISK, WAIVER OF CLAIMS, INDEMNIFICATION. The Breeder assumes all responsibility for the care, custody, control and condition of the Mare throughout the breeding, pregnancy, foaling and suckling period, including all veterinary and other additional costs of breeding the Mare, and assumes all risk of loss or damage to the Mare and to any resulting foal, whether by death, disease, injury, infection or otherwise. The Breeder acknowledges that breeding provides heightened physical risk to a mare and agrees to waive any claims against, indemnify, release and hold harmless Hilltop, SBS, their directors, agents, employees and assigns, from any and all claims, demands, damages, actions, suits, attorney's fees and costs, obligations or liabilities of any kind that are in any way related to the Mare or to the breeding or insemination of the Mare.

12. GENERAL TERMS. Hilltop's waiver of any breach or failure to insist on complete performance of any term under this Agreement is not to be construed as a general waiver as to the other terms or as to ongoing waiver of the same term of this Agreement, and will not impair Hilltop's future right to enforce its rights hereunder. This Agreement constitutes the entire agreement between the parties with regard to the subject matter addressed herein, and there are no other understandings, representations, warranties or agreements, oral or written. This Agreement may not be changed, modified or amended in whole or in part, except in writing, signed by both parties. This Agreement shall be governed by and construed under the laws of the State of Maryland without regard to conflict of law principles, and the courts of the State of Maryland shall have exclusive jurisdiction over any disputes arising hereunder, except that the parties agree first to try to settle any disputes arising hereunder through mediation using a neutral mediator familiar with both the applicable law and the customs and practices of the sport horse breeding industry.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have entered into this Agreement on the date first written above.

HILLTOP FARM, INC.

BREEDER

By: \_\_\_\_\_  
Its Breeding Manager, as duly authorized

By: \_\_\_\_\_



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### Hilltop Farm, Inc. Credit Card Authorization Form

The undersigned card holder hereby authorizes Hilltop Farm, Inc. and/or Select Breeders Service, Inc. to charge the credit card below for distribution charges in connection with the shipment of equine semen, loss of or damage to equine semen shipping containers, or any amounts due to Hilltop Farm, Inc. which are outstanding at least 60 days past the date of invoice, and for any other amounts due to Hilltop Farm, Inc. that I request be directly charged to my card.

This authorization shall last until the completion, expiration or cancellation of any contract into which I have entered with Hilltop Farm, Inc.:

Please print clearly!

Visa, American Express or MasterCard Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Verification ID # (3 digits on back of credit card): \_\_\_\_\_

Name of Card Holder as it appears on card: \_\_\_\_\_

Billing address for card: \_\_\_\_\_

\_\_\_\_\_

Card Holder Signature: \_\_\_\_\_

Please initial below if applicable:

\_\_\_\_\_ I am enclosing payment for my Breeding Fee by check.

**OR**

\_\_\_\_\_ Charge my Breeding Fee to my credit card at this time.