



## DRAUMR HESTA KNABSTRUPPERS

2020 *Canadian* PYXIS AV DROMMARNIA STALLION SERVICE CONTRACT FOR FRESH COOLED SEMEN

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Kristi Stillwagon of Draumr Hesta Knabstruppers (“DHK”) and \_\_\_\_\_ (“Purchaser”) for the sale of semen from the stallion Pyxis av Drommarna Registration # 208333KN1403528 for the 2020 Breeding Season (“Present Breeding Season”), under the following terms and conditions;

1) **THE MARE:**

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

Breed registry: \_\_\_\_\_ Registration # \_\_\_\_\_

Birth date: \_\_\_\_\_ Color/Markings: \_\_\_\_\_ Height: \_\_\_\_\_

Sire: \_\_\_\_\_ Registration # \_\_\_\_\_

Dam: \_\_\_\_\_ Registration # \_\_\_\_\_

Sire of Dam: \_\_\_\_\_

A copy of the mare’s registration papers is due with this contract and please also include a picture of your mare. The Purchaser may not substitute another mare for breeding without prior written permission from DHK. A clean uterine culture is required on all mares except those with current breeding year’s foals at foot or those expected to foal within the current breeding year or maiden mares, signed by a licensed veterinarian and returned to DHK no later than thirty days prior to breeding, certifying that a current uterine culture, taken when the mare is in heat prior to breeding, and submitted to a recognized laboratory; and that the mare is in sound breeding condition and free from infection, is a condition of service. It is further agreed that the insemination procedure must be performed by a qualified licensed veterinarian or technician working under a licensed vet and that the mare must be examined by a licensed veterinarian, a) by early ultrasound scan at 16-20 days after the last insemination, b) by palpation or ultrasound between 30 and 35 days after the last insemination to ensure a single fetus and c) by palpation or ultrasound between 50 and 55 days after the last insemination. Purchaser agrees to keep the mare in good physical condition throughout the pregnancy, vaccinate for Equine Rhinopneumonitis (Equine Herpes Virus Type I & 4) at three (3), five (5), seven (7), and nine (9) months of pregnancy and deworm every 6-8 weeks with FDA approved products for pregnant mares or all return privileges and stallion fees are forfeited.

2) **FEES:** Purchaser agrees to pay DHK the following fees:

- a) **Stallion Service:** \$ 775
- b) **Stallion Booking per mare (due at signing of contract):** \$ 350
- c) **Semen Collection, Stallion transport to facility and processing:** \$ 700
- d) **Shipping:** Federal Express shipping is billed at cost



- 3) **RESERVATION FOR SEMEN:** The receipt of the above Stallion Service Fee confirms the Mare's reservation to be bred to the Stallion for the Present Breeding Season. Stallion is collected at Peterson and Smith Equine Hospital in Ocala; FL and they can be contacted at (352) 269-612. Peterson and Smith Equine Hospital protocol is as follows:
- a) Coordinate all shipments in advance.
  - b) Notify DHK when mare is coming into heat and no less than 48 hours before you expect to need a shipment. Stallion needs to be transported to facility for collection.
  - c) Contact the DMK no later than NOON E.S.T. **THE DAY BEFORE** we collect to cancel or confirm shipment. **Cancellations made after 2:00 pm EST the day before the shipment will be charged for the shipment.**
  - d) Vet does not have staff on the weekends. Please coordinate collection before.
  - e) A clean uterine culture is required on all mares except those with current breeding year's foals at foot or those expected to foal within the current breeding year or maiden mares. Semen will not be sent until our office has a copy of the report.
  - f) We collect Mon-Fri. We ship semen Mon-Fri. In order to help us maintain this, your cooperation in following these protocols is greatly appreciated.
  - g) If a mare fails to conceive after two cycles, a full reproductive exam, including uterine culture & cytology, must be performed, by a licensed veterinarian, before 3<sup>rd</sup> shipment can be obtained.
  - h) Peterson and Smith Equine Hospital will fill out all paperwork for semen to enter Canada. It is Mare Owner's responsibly to do necessary steps to get it to the desired location once entering Canada. If 2 mares cycle at the same time, fees in section 2 (c) can be shared. If collections need to be separated and sent at different times \$700 will be charged per shipment.

NO GUARANTEE is made regarding the availability of cooled semen for any specific day. Peterson and Smith Equine Hospital is not responsible for any untimely delivery or condition of the cooled semen, as we have no control of conditions after shipment leaves Peterson and Smith Equine Hospital.

- 4) **LIVE FOAL GUARANTEE AND REFUNDS:** Purchaser shall be entitled to a refund of the Stallion Service Fee paid only if the Stallion should die and there is no inventory of frozen semen with which to fulfill this Agreement. The Mare shall have the right of return in the following breeding season only in the following circumstances; a) if the Mare does not settle during the Present Breeding season after breeding through (3) heat cycles, provided that the Purchaser submits a veterinarian's certificate to that effect. The Purchaser recognizes the right of DHK to require a negative uterine culture and cytology certificate, and in some cases a uterine biopsy and/or progesterone assay prior to the Mare's return to service. When the Mare is deemed fit to breed, the Purchaser may continue to breed in the Present Breeding Season or postpone further breeding until the next season. The pre-payment costs set forth in Section 2 (b) and (c) above must be paid if the breeding must be postponed until the next season; b) if the Mare is examined in foal but becomes barren during gestation, provided DHK receives a veterinary certificate within seven (7) days of the examination; c) if the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, provided DHK receives a veterinary certificate with a written statement



of details signed by the attending veterinarian within forty-eight (48) hours of death; d) In all cases, the required veterinary certificate shall affirm that the Mare had been immunized for Equine Rhinopneumonitis (Equine Herpes Virus Type 1 & 4) during the pregnancy and the date of such vaccinations. Where appropriate, the certificate shall also confirm that the Mare was properly cared for during gestation and was attended at foaling. DHK's timely receipt of the required veterinary certificates is a condition precedent to any right of return. Should the mare die or become unfit for breeding due to conditions other than neglect, DHK may elect, but is not required to allow a substitute mare. It is agreed that under this contract, the Purchaser is entitled to the minimum number of insemination doses required for a mare to conceive, and that if this breeding contract is not used within the next one (1) year, this contract will be null, and void and all fees will be forfeited.

- 5) **NON- COLORED FOAL RETURN BREEDING OPTION:** If foal resulting from above breeding is tested (using UC Davis or Animal Genetics) and results show that foal is negative for both LP (Leopard Pattern) and PATN1 (Pattern-1) next season's stud fee will be reduced. Total stud fee will be \$150 less stud fee of \$950 (\$350 booking included) for return season but collection and shipping fees will not be discounted. This option can only be used for the following consecutive breeding that resulted in a solid foal.
- 6) **FOAL REGISTRATION:** Purchaser is entitled to a \$150 rebate on the stallion service fee provided the Purchaser register the foal resulting from this agreement and obtains a Lifetime Registration Number with the United States Equestrian Foundation (USEF) on or before December 31<sup>st</sup> of the year the foal was born and sends proof of such registration to the stallion owner. Stallion owner will send the Purchaser this rebate when proof of registration by the USEF and registration number is provided. This rebate will be provided to the Purchaser only, not to any buyer of the foal.
- 7) **INSEMINATION CERTIFICATE:** Purchaser must return an Insemination Certificate (to be provided by DHK with each shipment), filled out and signed by the veterinarian who performed the insemination immediately after the last insemination of each cycle before further semen shipments will be made. Failure to complete and return the Insemination Certificates VOIDS AND NULLIFIES ALL GUARANTEES.
- 8) **NON-ASSIGNMENT:** This contract cannot be assigned or transferred by Purchaser. There shall be no right of return if the Mare is sold or otherwise changes ownership after having been inseminated.
- 9) **WARRANTY:** DHK is not responsible for lost, delayed or damaged semen once it leaves Peterson and Smith Equine Hospital DHK warrants that the semen collected for the shipment, meets or exceeds industry standards for producing a pregnancy. After the shipment has left Peterson and Smith Equine Hospital, ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED. Neither DHK nor any of its employees or heirs shall be liable for any sickness, disease or injury which may come to the Mare as a result of breeding with fresh, cooled semen.
- 10) **GOVERNING LAW:** The contract shall be governed by the laws of the state of Florida and shall be binding upon the parties hereto and their personal representatives.



**IN WITNESS WHEREOF**, the Parties hereto have hereunto set their hands and seals.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kristi Stillwagon, Stallion Owner  
Cell: 352-587-1264

**Purchaser/Owner:** (please print)

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

Purchase Signature: \_\_\_\_\_ Date: \_\_\_\_\_