



## ICSI Stallion Contract

This contract made by and between Jeanette L. Aumon/Cerulean Farm, LLC (STALLION AGENT) and \_\_\_\_\_ (Purchaser) for the breeding of the Mare named: \_\_\_\_\_, with registration number: \_\_\_\_\_ to KEC Double Diamond, the STALLION) for the \_\_\_\_ breeding season ("Present breeding season"); subject to the following terms and conditions:

1. PURCHASER DESIRES TO USE: FROZEN ICSI DOSE SEMEN

2. THE MARE: The Mare to be so bred is (breed of Mare): \_\_\_\_\_

The purchaser may not substitute another mare for this ICSI contract.

3. FEES: Purchaser agrees to pay the Stallion Agent the following fees:

ICSI DOSE FROZEN SEMEN: The Stallion Service Fee of \$675.00 US plus 6% Kentucky Sales Tax (\$42) per one ICSI session only is due at the signing of this contract and is payable before the Mare oocytes are inseminated. There is NO LIVE FOAL GUARANTEE for ICSI sessions.

All oocyte aspirations, shipping, ICSI procedure fees, embryo transfers and recipient mare fees are at Mare Owner's expense to be paid directly to the corresponding ICSI. Oocyte aspirations must be sent to Equine Medical Services, 5851 E Deer Park Rd, Columbia, MO 65201 where semen is held. Cerulean Farm offers ICSI Management Services, if desired. A separate agreement is required for Cerulean ICSI Management Services. Mare Owner is responsible for coordinating aspirations, shipping, ICSI sessions, freezing and implantation of embryos with all ICSI labs unless otherwise requested.

MARE OWNER grants permission to Stallion Agent to communicate directly with Equine Medical Services about the number of oocytes fertilized, incubated and viable embryos produced, shipped and/or implanted into a recipient mare.

MARE OWNER owns and retains rights to all resulting embryos from one ICSI session.

ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE RELEASED FOR EACH ICSI SESSION.

4. RETURN OF SERVICE:

Purchaser shall not be entitled to a refund of the fees paid. There is no return-of-service if ICSI session does not provide any viable embryos.

5. NON-ASSIGNMENT:

This contract cannot be assigned or transferred by the Purchaser.

6. WARRANTY:

The STALLION AGENT is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the STALLION'S semen. ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.

The Purchaser hereby releases the STALLION AGENT, the Farm (Cerulean Farm, LLC) and all Veterinarians from any liability for any disease, injury or accident to the Mare resulting from the ICSI session.

7. SALES TAX:

All fees are subject to applicable Kentucky Sales tax. The Mare Owner is responsible for payment of tax. A 6% tax (\$42) is in addition to the Stallion ICSI Service Fee and must be collected before semen is released for the ICSI session.

8. GOVERNING LAW:

This contract shall be governed by the laws of the Commonwealth of Kentucky and shall be binding upon the parties hereto and their personal representatives.

The parties hereby agree that any legal action under this contract shall be brought in Shelby County, Kentucky. The parties further hereby agree to have any disputes resolved through mediation and arbitration by a licensed mediator chosen by the Stallion Agent.

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

**MARE OWNER (or Authorized Agent) Signature: X** \_\_\_\_\_

**MARE OWNER Printed Name** \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ (evening)

Email: \_\_\_\_\_

**STALLION OWNER (or Authorized Agent) Signature: X** \_\_\_\_\_

**STALLION OWNER Printed Name:** \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**FOAL REGISTRATION INFORMATION:**

Name of Mare: \_\_\_\_\_ Registration # and Breed Society: \_\_\_\_\_

Sire: \_\_\_\_\_ Registration # and Breed Society: \_\_\_\_\_

Dam: \_\_\_\_\_ Registration # and Breed Society: \_\_\_\_\_

ICSI Session Date(s) (to be completed by stallion owner): \_\_\_\_\_