



TNT LUSITANOS

Marialva Frozen Semen Agreement 2024
APSL Approved Buckskin Lusitano Stallion
LA: 7431 NIN: 291695 LN: 615/2016

This Semen Agreement is bound this ____ day of _____,
by and between "Stallion Owner", Tanya Jangula and
_____ ("Mare Owner").

WHEREAS, Mare Owner represents that he/she desires to purchase frozen semen for the purpose of breeding a mare, and Stallion Owner agrees to provide frozen semen for the purpose of breeding such mare.

NOW THEREFORE, for good and valuable consideration, both parties bind themselves and agree as follows:

AGREEMENT:

I. **USE OF SEMEN:** The Mare Owner has contracted to breed the following mare:

Registered Name: _____

Tattoo/Microchip: _____

Sire: _____

Dam: _____ Sire of Dam: _____

Date of Birth (mm/dd/yyyy): _____

Breed: _____ Color: _____

Breed Registry: _____ Reg. No. _____

Mare Owner represents and affirms that he/she is the lawful owner of Mare and/or is otherwise lawfully entitled to breed Mare. Mare Owner may not substitute another mare in place of the Mare specified herein unless Stallion Owner consents in writing.

- II. FEES: The Mare Owner agrees to pay the sum of \$1,500.00 per stud fee (GST to be added if Canadian purchase) Mare Owner shall also pay for the container usage (as available) and shipment of frozen semen. The container and shipment fees will be determined by shipper. After the first shipment of semen, there will be no refund of Breeding Fees.

Mare Owner will be responsible for covering all container costs and necessary shipping expenses.

NOTE: Mare Owner assumes all risk of loss or damage to the shipped frozen semen. Stallions Owner's only obligation is to package and ship the frozen semen to the designated address as specified above.

- III. PAYMENT: No semen shall be shipped until payment arrangements are made in advance and in full.
- IV. ASSUMPTION OF RISK: Mare owner acknowledges that there are inherent and numerous risks associated with breeding a mare and Mare owner agrees to bear these risks, including but not limited to illness, injury, or disease to the mare. Furthermore, even though mare may become pregnant, the mare may not give birth or the mare's foal may be stillborn, have defects or become ill, injured or die. Mare Owner agrees that the artificial insemination or breeding is done at Mare Owner's sole risk.
- V. LIVE FOAL GUARANTEE: A live foal is defined as one that stands and nurses.

Live foal guarantee shall pertain to mares that are pronounced safe in foal by a veterinarian within 90 days after the last breeding date. If the foal dies at birth, mare owner agrees to provide a veterinarian certificate describing the occurrence. In such case rebreeding privileges will be available.

If the mare does not become pregnant during the contracted year's "breeding season", you will have the right to rebreed the same mare to this stallion the following year. If the mare does not become pregnant within two breeding seasons, all fees paid to the stallion owner will be forfeited.

This guarantee does not include any collection, shipping, or handling costs on the stallion's behalf.

- VII. LIMITATION OF LIABILITY: Tanya Jangula, Stallion Owner, or any agents shall not be liable for any sickness, disease, death, or injury which may be suffered by the mare, or any foal of the mare, or for any other cause of action whatsoever arising out of or in any way connected with this Agreement. Mare Owner hereby agrees that Tanya Jangula, Stallion Owner, shall not be liable for any special, incidentals, or consequential damages arising from the transactions covered by this Agreement, including without limitation any damages arising from the nonperformance of obligations which Mare Owner may have

undertaken to any third party in reliance upon and promises and representations made in this agreement.

Stallion Owners shall not issue a mating certificate pertaining to this booking until all charges due from the undersigned are paid in full. No certificates will be issued to agents. Only one mating certificate shall be issued by Stallion owners relating to the owner of the mare who is the subject of this breeding contract, except for natural twins.

VIII. **REQUIRED DOCUMENTATION:** A copy of both sides of the registration papers of the above-named Mare shall accompany the executed copy of this Agreement along with the required fees.

This Agreement is Non-Transferable and can not be transferred to another individual or mare.

This Agreement, including the live foal guarantee, will only be honored as long as the stallion is alive and fit for service.

Stallion Owner:

Signature: _____

Printed Name: Tanya Jangula

Mare Owner:

Signature: _____

Printed Name: _____