

# three fold farm

15 SAGAMORE FARM ROAD, HAMILTON, MA 01982

HOME: 978-468-6246, CELL: 978-697-7910

threefoldfarm@comcast.net

This stallion breeding contract for the breeding season of \_\_\_\_\_ is made by Three Fold Farm, hereinafter designated as "Breeder," and \_\_\_\_\_, hereinafter designated as "Mare Owner." Mare Owner agrees to breed the \_\_\_\_\_  
[Mare's Breed]  
mare \_\_\_\_\_, Registration number \_\_\_\_\_  
[Mare's Name]  
to Three Fold H-Aragorn Anarchy, CLRC Registration Number 14054, for the fee of \$1100 US for a live foal subject to the following conditions:

*(Please note: all monies are in US dollars)*

*The language of this contract is US English. When entering into this contract, it is the responsibility of the Mare Owner or her/his assignees to have a full understanding of this Contract's language. Misunderstandings due to language differences or language knowledge will not be honored.*

## Services Offered:

- Frozen Semen: Available on demand, no collection fee
- Cooled Semen: Available on demand, \$400 collection fee
- Live Cover Onsite at Three Fold Farm, no boarding available, approved mares only
- Onsite Veterinarian Inseminations: Available by arrangement (mare is cycled and date is pre-arranged), \$400 collection fee

1. The stallion fee includes a nonrefundable booking fee of \$400 payable upon the execution of this contract. The balance, including any other expenses, is due the day before collection (cooled semen, onsite inseminations and live cover) or the day before shipment (frozen semen) in US funds via PayPal, bank wire, bank check or cash. The Mare Owner pays any fees associates with payment, such as transaction or conversion fees.

Mare Owner's Initials: \_\_\_\_\_

Breeder's Initials: \_\_\_\_\_

Breeding Agreement  
Between MK/TFF and  
2021 Breeding Season/Anarchy  
Page 1 of 7

2. Frozen and cooled semen can be shipped on demand at the mare owner's discretion. The mare owner will keep the breeder informed of the mare's cycle in the weeks leading to the breeding and will notify the breeder the week before the shipment is needed.
3. Onsite collection and insemination at a designated veterinarian clinic must be scheduled and the mare must be cycled to ensure the mare is ovulating at the time of the appointment. Onsite inseminations will only be done at a designated veterinary clinic.
4. Live cover is only performed at Three Fold Farm to approved mares only. We do not offer mare board at this time but can assist you in finding a barn nearby if needed.
5. Shipments include one breeding dose of semen (a breeding dose being enough semen for two cooled inseminations or one frozen insemination) and are to be used to inseminate *one mare only*. Onsite collection of semen is for one ejaculate, which can be used for one or two inseminations of the same mare. Live cover is for two covers over a three-day period, days to be decided by the mare owner. The shipping fee is the responsibility of the mare owner. Additional collections/doses/covers are \$400 each.
6. Should it be discovered that the breeding dose was used to inseminate more than one mare, the Mare Owner will promptly pay a second breeding fee. Should the Mare Owner not pay the second breeding, s/he forfeits his/her right to a stallion report and therefore any foal resulting from any pregnancy from said dose will not be eligible for registration.
7. Shipping container preparation, charging and rental fees are the Mare Owner's responsibility. Payment should be made to the storage facility directly. For fees and payment information, the Breeder will put the Mare Owner in contact with the facility. MAKE SURE TO GET YOUR PAPERWORK IN EARLY to avoid shipping delays.
8. All shipping is at the Mare Owner's expense. This includes the security deposit on the container and all shipping cost for returning semen containers to the storage facility. The container must be returned within 24 hours of receipt and must be sent via priority overnight delivery with tracking and an insurance amount specified by the storage facility. If containers are not returned, the mare owner is responsible for any late fees, additional rental fees and/or the replacement/payment to the facility used. If disposable shipping containers are used, the Mare Owner is responsible for its purchase/fees.
9. If shipped semen (frozen or cooled) is chosen, the Mare Owner hereby affirms that s/he is working with a qualified veterinarian regarding the preparation and insemination of the mare. No "home" inseminations will be accepted or honored.
10. If an onsite breeding is chosen, the Mare Owner is responsible for all costs associated with boarding and healthcare of the mare while at the veterinary clinic and all insemination and/or semen storage costs.

Mare Owner's Initials: \_\_\_\_\_

Breeder's Initials: \_\_\_\_\_

11. If live cover is chosen, a health certificate, negative Coggins and negative cervical/uterine swab are REQUIRED. See Section 14 for additional requirements. All handling of the mare and stallion will be done by representatives of Three Fold Farm.
12. The Mare Owner is required to provide registration papers (if the mare is a Canadian), legal home address, shipping address if different than home address, and the address and phone number of the veterinarian who will be attending/inseminating the mare with this signed contract.
13. Mares not in heat and prepared for onsite insemination will be given the option of freezing and storing the semen collected at the chosen veterinary clinic for their use during the same season at their own expense. Should the Mare Owner not use the semen in the same breeding season by August 31 of that year, they relinquish all claim to the semen and it becomes the property of the Breeder with no refund of any fees or costs.
14. No later than a month before the desired breeding date, the Mare Owner must provide a veterinarian health certificate with a negative cervical/uterine culture. Maiden mares may be exempt from the culture if mutually agreed upon. If breeding is to be performed onsite, a negative Coggins is required as well as the following vaccinations: rabies, rhino/flu, and tetanus. Depending on the location of the onsite breeding, additional vaccinations and tests may be required and are the responsibility of the Mare Owner. The breeder will provide the same for the stallion (sans cervical culture).
15. Should the Mare Owner receive unviable semen, a second shipment will be provided by the Breeder. The Mare Owner is required to inform the Breeder within 24 hours of receiving the unviable semen and a veterinarian letter confirming the loss must be provided. Return preparation, shipping fees and insurance for the second shipment are the responsibility of the Mare Owner as outlined in Sections 7 and 8. Only one successive shipment will be sent. Should the second shipment also be unviable, the Breeder reserves the right to choose to refund 50% of the Breeding fee, if paid in full, thereby cancelling this contract or arranging a breeding the following year. If the mare owner chooses to breed the following year, one shipment will be sent the following year for the additional collection fee of \$400 plus any shipping, preparation and container fees. If the breeding fee has not been paid in full, regardless of reason, no monies will be refunded.
16. This contract includes a live foal guarantee. A live foal is described as a newborn foal that stands and nurses, from the mare or by hand, for 48 hours. If a foal is born dead, there are return privileges for the following breeding season only if the Breeder is notified within 7 days in writing (email or mail). A veterinarian statement confirming the death and the nature of the death is required.

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17. The Mare Owner will provide confirmation after the second week but no later than the fourth week that the mare is in foal in writing (email or mail). This confirmation must be by veterinarian ultrasound.
18. If, after being pronounced "safe in foal" by a veterinarian, the mare should miscarry, abort or prove barren the Mare Owner may return during the current breeding season of that same year. A fee of \$400 will be charged to the Mare Owner for return service. The Mare Owner may be required to provide Breeder with a veterinarian's statement that all appropriate vaccines were given and that miscarriage/abortion was not due to negligence by the Mare Owner or his/her agents.
19. FOR PUREBRED'S ONLY: A CLRC Stallion report will be filed with the CLRC for the foal conceived by this mating when the stallion fee and all other expenses have been paid in full, except in the instance outline in Section 6. Mare Owner is responsible for all registration fees for the foal with the CLRC.
20. The Mare Owner his/her agents or ensigns agree that Three Fold Farm, the Breeder, her family, agents or employees are not liable for the death, sickness and/or accident or consequential damaged caused to the mare and/or foal at any time for any reason.
21. Should the stallion die, be sold by the owner or become unfit for service prior to settling the mare, 100% of the breeding fee, less the \$400 booking fee, will be refunded, if the breeding fee has been paid in full, thereby cancelling this contract. If the mare dies or becomes unfit to breed, the Breeder has the option to either accept another mare as a replacement (provided it meets the criteria above) or refund 50% of the breeding fee, if paid in full, thereby cancelling this contract. If the breeding fee has not been paid in full, no monies will be refunded.
22. This contract is non-assignable and non-transferrable. The Mare Owner is responsible for all insurance and taxes on the mare and foal.
23. This contract is entered into in the state of Massachusetts, USA and the laws of this state shall govern the terms of this Agreement. Any legal action must be brought in Essex County, MA, USA. The parties may also mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in the county of Essex in the state of Massachusetts, USA.
24. Should either party breach this contract, the breaching party shall pay for the other's court cost and attorney fees related to such breach.

Mare Owner's Initials: \_\_\_\_\_

Breeder's Initials: \_\_\_\_\_

25. The language of this contract is US English. When entering into this contract, it is required that the Mare Owner or her/his assignees have a full understanding of this Contract's language. Misunderstandings due to language differences or language knowledge will not be honored.
26. This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract. An additional contract may be required in the event of the death of the fetus, foal, stallion or mare. Any conditions to this Contract, included here, must be individually initialed by both parties.
27. WARRANTIES:
  - a. The Mare Owner covenants that s/he is the lawful owner of the mare or has the right to breed the mare.
  - b. S/he is over the age of 18;
  - c. That s/he is breeding the mare described in the first paragraph and no other mare, unless as a replacement as outlined in Section 21.
  - d. Any lawful liens, claims, demands or unpaid expenses against the mare are the sole responsibility of the Mare Owner.
  - e. That s/he has accurately and honestly represented the mare's breed, age, health, description, breeding fitness and medical status, that the information provided is accurate and complete and he/she is working with a board-certified veterinarian to prepare, inseminate and confirm the pregnancy said mare.

By signing this contract, the Mare Owner and the Breeder agree that it is binding on both parties, subject to the above terms and conditions.

Margo Killoran, Owner Three Fold Farm	Date
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Mare Owner	Date
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Mare Owner's Initials: \_\_\_\_\_

Breeder's Initials: \_\_\_\_\_

\_\_\_\_\_  
Mare Owner Legal Street Address

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Mare Owner Legal City, State, Zip Code, Country

\_\_\_\_\_  
Cell Phone

Shipping Address:

\_\_\_\_\_  
Business or Office Name

\_\_\_\_\_  
Main Phone Number

\_\_\_\_\_  
To the Attention of

\_\_\_\_\_  
Alternative Phone

\_\_\_\_\_  
Shipping Address Street

\_\_\_\_\_  
Suite or Office Number

\_\_\_\_\_  
City, State, Zip Code, Country

Veterinarian Information:

\_\_\_\_\_  
Business or Office Name

\_\_\_\_\_  
Main Phone Number

\_\_\_\_\_  
Name of Veterinarian

\_\_\_\_\_  
Alternative Phone

Mare Owner's Initials: \_\_\_\_\_

Breeder's Initials: \_\_\_\_\_

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Physical Address Street

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Suite or Office Number

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City, State, Zip Code, Country

## conditions

Conditions to the Contract between Three Fold Farm and \_\_\_\_\_ for the  
breeding of \_\_\_\_\_ in the season of 2021:

Mare Owner's Initials: \_\_\_\_\_

Breeder's Initials: \_\_\_\_\_

Breeding Agreement  
Between MK/TFF and  
2021 Breeding Season/Anarchy  
Page 7 of 7