

STOLEN IDENTITY, ApHC, 667436
EQUINE FROZEN SEMEN BREEDING AGREEMENT
October 2025

1. PARTIES

This agreement is made this _____ day of _____ 20____ by and between **Kathleen Fisher** of Canyon Equine Enterprises, 2005 Henderson Road, Girgarre VIC 3624, 0413 519 639, kathleen@canyonequine.com.au, herein after referred to as the "Australian Stallion Manager" and:

NAME (hereinafter referred to as the "Breeder"):

ADDRESS:

TOWN:

STATE:

POST CODE:

PHONE 1:

PHONE 2:

EMAIL:

Kathleen Fisher is the manager of the frozen semen of the stallion named Stolen Identity, a registered ApHC Stallion, registration number 667436 (hereinafter referred to as the "Stallion").

The Breeder has ownership rights of or warrants that s/he is legally authorised to arrange breeding services for the following Mare:

MARE INFORMATION

REGISTERED NAME:

BREED:

REGISTRY:

REGISTRATION #:

COLOUR:

SIRE:

DAM:

Current Status (circle): In Foal/Foaling Maiden Open Barren

A photo of the Mare and a copy of the Mare's registration papers must be submitted with this Agreement. **Only mares approved by the Stallion Owner will be accepted for breeding. Eligible mares must be registered with the Australian Appaloosa Association or approved as outcrosses with the Association.**

Will this be an embryo transfer breeding? (circle): YES NO

Embryo transplants are expressly outside the scope of this Agreement and are prohibited except with the prior written consent of the Stallion Owner and the Breeder's execution of a separate "Embryo Transfer Agreement".

Breeder's Initials _____

The parties hereto understand and agree to comply with the following Terms and Conditions set forth in this Agreement:

2. TERM OF AGREEMENT

This breeding agreement is valid from the date executed above through the breeding season of the second consecutive year. A new contract is necessary if the Breeder wishes to store semen and use beyond this time.

3.A. BREEDING FEES

Upon execution of this agreement, the Breeder agrees to pay the Stallion Owner the fees outlined in this section. The Breeder specifically agrees and understands that no semen will be shipped until all fees have been paid.

The frozen semen breeding fee, with live foal guarantee, for Stolen Identity is AU\$1,500. This represents a booking fee of AU\$550 and the remaining stallion service fee of AU\$950. All fees are non-refundable and subject to the availability of frozen semen (see Section 5).

Multiple mare discounts are available for a breeding fee of AU\$1,200 for a second mare and additional mares by private treaty. The multiple mare discount represents a booking fee of AU\$650 and the remaining stallion service fee of AU\$550. Booking and service fees for additional mares are by private treaty. All other other conditions apply.

The breeding fee is payable as follows: the booking fee of AU\$550 is paid at the time of execution of this agreement and the remaining service fee is payable prior to the shipment of semen.

Vet and shipping fees are not included in the breeding fees; the Breeder will need to book and pay for these separately. Shipping is arranged through and paid to Gene Movers, where Stolen Identity's frozen semen is stored in Australia (see Section 8). All semen booked and paid for during the 2024 breeding season must be shipped to the Breeder's vet or AI technician by 31 December 2024. Storage costs for any semen remaining at Gene Movers after this date will be invoiced to the Breeder.

Payment is to be made via Paypal to: smithshowhorses@aol.com.

4.A. ALLOCATION OF SEMEN

The breeding fee entitles the Breeder to two doses of frozen semen for the first breeding season, which will be shipped to their vet in one batch. Each dose contains eight straws, making a total of 16 straws.

4.B. UNUSED SEMEN

If the Mare goes in foal without using the entire allocation of 16 straws of frozen semen, the Breeder may choose to keep unused semen and store at their own expense. Another mare may be bred (once approved by the Stallion Owner and with a separate contract) or the same Mare may be bred the next year (with a new contract). In the event of a positive pregnancy scan, a fee of AU\$550 is due for each additional pregnancy. No fee is due if the Mare/s is/are not in foal from the remaining straws of leftover semen.

Breeder's Initials _____

4.C. RETURN BREEDING

If the Mare does not conceive or the Breeder has a right to a return breeding due to our Live Foal Guarantee (see Section 6), the Breeder will pay the Stallion Owner a re-booking fee of AU\$500 prior to another shipment of 16 straws (2 doses) of frozen semen. This may be the same year or the following year. The specific year the return breeding semen is used is negotiable, but Breeder MUST notify the Australian agent of their intention by 31 July the following year and transport the semen to their vet/AI by 31 December that year or the return breeding will be void.

Again, semen will shipped on payment of relevant fees, and the Breeder is responsible for shipping and vet costs.

Mares that do not conceive after two breedings (of a total of four doses) are required to have a physical examination by a qualified veterinarian.

Please note, the Mare MUST have a negative pregnancy scan by a qualified veterinarian or AI technician BEFORE additional semen can be ordered or shipped. This applies to both the first breeding season and a Live Foal Guarantee.

In the event additional semen is shipped and the Mare turns out to already be in foal, the semen remains the property of the Stallion Owner.

The stallion Stolen Identity has been tested negative for: contagious equine metritis and equine viral arteritis at the time of frozen semen collection between 31 January 2022 and 15 March 2022.

5. AVAILABILITY OF SEMEN

Should frozen semen become unavailable due to unforeseeable circumstances before the Mare is first serviced pursuant to this agreement, this agreement shall be terminated, and the Stallion Owner shall return the portion of the breeding fee paid by the Breeder within a period of 14 days.

Should frozen semen become unavailable due to unforeseeable circumstances, after servicing at least one breeding cycle, no refund will be given, unless Stallion Owner agrees to it based on circumstances. There will be no refund for change of Breeder's mind or other circumstances.

6. LIVE FOAL GUARANTEE

Should the Mare fail to conceive, abort, die, or not produce a "Live Foal" then the Stallion Owner guarantees that the Breeder shall have the right to rebreed or substitute a mare (upon approval of the Stallion Owner and with a new contract for that mare) within the current or following year only. A "Live Foal" shall be defined as a foal that stands, nurses, and survives for a period of at least 24 hours from the time of birth.

In the event the Mare does not produce a "Live Foal", the Breeder shall provide the Stallion Manager and Owner with a veterinarian's certificate stating the date and time of the foal's birth, date and time of death, and supposed cause of death within 7 calendar days of such death.

In the event the Mare dies, Breeder shall provide Stallion Owner with a veterinarian's certificate of death within 7 calendar days of such death. The substitution of a replacement mare does not extend the original term of the agreement.

Breeder's Initials _____

In the event the Mare loses or aborts the pregnancy, the Breeder shall provide Stallion Owner within 7 calendar days of discovery of such pregnancy loss a veterinarian's certificate detailing dates of pregnancy examinations, indicating when the pregnancy was lost or aborted and supposed cause of abortion.

Breeder shall notify Stallion Owner within 21 calendar days of the last insemination of the year if the mare did not conceive to be eligible for rebreed the following year. A statement signed by the veterinarian is required to be submitted to the Stallion Owner detailing identification of the mare, insemination and pregnancy check dates and certifying that the Mare has not become pregnant during the first breeding season.

The Live Foal Guarantee to the Stallion shall lapse and the Stallion Owner shall have no further obligation under this section if the Mare:

1. Is bred by any other stallion without written consent of Stallion Owner prior to rebreed.
2. Is substituted with another mare without written consent of Stallion Owner.
3. Fails to conceive, aborts, or dies and Breeder fails to notify Stallion Owner as defined in this section.

7. BREEDING AND MARE CONDITIONS

A Breeding Soundness Exam prior to breeding, including uterine culture and cytology, is recommended for all mares. The Stallion Owner reserves the right to require a Mare that has not settled within 2 heat cycles be cultured or biopsied to determine breeding soundness. The Stallion Owner also reserves the right to refuse or discontinue service to any Mare upon detection of Mare carrying an infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the Breeder is obligated to substitute another mare (upon approval by the Stallion Owner) to fulfill the terms of this agreement. The substitution of a replacement mare does not extend the original term of the agreement.

The semen **MUST** be thawed and inseminated by a licensed veterinarian or suitably qualified breeding technician familiar with the concept and practical use of frozen semen. Attempts to use frozen semen outside the controlled situation of a qualified facility can greatly reduce, or even prevent, the chances of conception.

VETERINARY INFORMATION

CLINIC:	NAME:	
<hr/>		
ADDRESS:		
<hr/>		
TOWN:	STATE:	POST CODE:
<hr/>		
PHONE 1:	PHONE 2:	
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EMAIL:		
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Breeder's Initials _____

8. SHIPPING FEES AND POLICIES

The Breeder is responsible for all shipping, tank rental and handling fees associated with delivery of the semen from the storage facility and return of the shipping container.

Semen is stored at Gene Movers, Maddingley, VIC 3633, +61 3 5367 1395

Gene Movers will be the shipping provider. All shipping costs, protocols and requirements will be calculated from Maddingley, VIC and paid directly to Gene Movers. Once the shipment arrives, it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24 hours of delivery.

The Stallion Owner shall not be responsible for lost semen shipments or delays in delivery not within the control of the Stallion Owner, such as missed flights, weather delays, failure of third-party service, or acts of God. The Stallion Owner will not be responsible for lost or damaged semen while in the possession of the Breeder's veterinarian.

9. REPORTING, BREEDING CERTIFICATES AND REGISTRATION

The Breeder agrees to notify the Stallion Owner on the date of insemination (and subsequent insemination dates), submit a confirmation of the Mare's pregnancy at 14-16 days post ovulation and 45-60 days post-ovulation. The Stallion Owner recommends an additional pregnancy check at 30-35 days post-ovulation to confirm presence of a viable single embryo.

The Breeder is responsible for compliance with registry requirements for the use of frozen semen and payment of any fees for the subsequent registration of foals conceived.

On the Mare being confirmed in foal, the Stallion Owner will issue a breeding certificate by 31 May the following year, as required by the Australian Appaloosa Association.

10. ASSUMPTION OF RISK, WAIVER OF CLAIMS, INDEMNIFICATION

The Breeder shall assume all responsibility for the condition and management of the Mare and will bear all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever and therefore agrees to hold the Stallion Owner, or any person employed or associated with Stallion Owner harmless for damages associated therewith.

The Stallion Owner and semen storage and shipment facility make no guarantees, expressed or implied, as to the fertilizing capacity of any semen provided under the terms of this Agreement.

11. JURISDICTION

This contract shall be interpreted in accordance with the laws in Australia. Any dispute arising from this Agreement shall be submitted to a Court of competent jurisdiction within Victoria, Australia and each party agrees to submit to the venue and jurisdiction of said courts.

12. ASSIGNMENT

This Agreement is non-transferrable, non-saleable and may not be assigned to another party; it may not be changed, modified, or amended except in writing, signed and agreed upon by all parties.

The parties hereto understand and agree to abide by the terms and conditions as set forth in this Agreement:

Breeder Signature: _____ Date: _____

Printed name: _____

Stallion Manager Signature: _____ Date: _____

Stallion Owner Signature: Mark Smith Date: 22 October 2024

Any arrangements made outside of this agreement will be attached to this contract and submitted at time of booking. All fees and dollar amounts are in Australian dollars.

Breeder's Initials _____