



1225 State Rt. 56 East • Morganfield, Kentucky 42437
219-689-1895
info@gumzfarms.com

2024 REBREED BREEDING CONTRACT

This Agreement, by and between Gumz Farms Quarter Horses, LLC (“Gumz Farms”) and the undersigned Owner or Lessee of the mare described below (“Mare Owner”):

1. Engagement. The Mare Owner hereby engages one breeding service to _____ (the “Stallion”) for the mare (the “Mare”) listed below for the 2023 breeding season.

Mare Name: _____ Breed _____ Registration No.: _____

2. Breeding Fee. A nonrefundable rebreeding fee of \$250.00, which is due upon execution of this Agreement. If this contract applies to breedings originally contracted in 2023, a \$500 contract extension fee applies. Third year breedings are extended as a professional courtesy and only by permission from the Stallion Manager. Mare Owner agrees to pay the any other fees and expenses before any shipment of semen shall be made. In accordance with Kentucky law, sales tax will be assessed on the breeding fees for all in-state mares. There is a 4% service fee for credit cards.

3. Shipping Terms and Conditions. Breeding provided by fresh cooled semen and frozen semen will be shipped according to these terms and condition. Signed breeding contract, all deposits and fees for collection and shipment, and all breeding fees and expenses must be submitted and paid to Gumz Farms prior to making a request for any shipment. **Check which breeding method is requested.**

_____ Fresh Cooled Semen

- a. All shipping charges will be the Mare Owner’s responsibility. *It is the Mare Owner’s responsibility to ensure that UPS will deliver shipment to their location. The charge for a standard overnight delivery is \$350.00 and a same day (counter to counter) shipment within the U.S. is \$450.00.* If additional services or different carrier is requested, additional charged will be assessed.
- b. Due to Canadian customs restrictions, cooled semen shipments to Canada may require extra coordination and handling. Mare Owner is responsible for providing a Canadian Shipped Semen Permit. Canadian shipments MUST be requested at least 24 hours in advance of collection. The charge for a standard overnight shipment to Canada is \$350.00 plus \$150 permit fee.
- c. Ordering and confirming the availability of shipped semen is the Mare Owner’s responsibility. **Mare Owner shall place semen orders by 5 pm CST the day prior to collection.** Once the anticipated shipment has been established, a confirmed semen order must be made **BEFORE 8 AM CST** of the collection day. **SEMEN IS COLLECTED ON MONDAY, WEDNESDAY AND FRIDAY.** Gumz Farms cannot guarantee semen shipment availability for late calls but will do its best to provide service. Any late calls that can result in a shipment may be subject to a \$50.00 late charge, which must be paid prior to shipping. _____ **mare owner initials.**

_____ Frozen Semen:

a. All shipping charges will be the Mare Owner’s responsibility. *It is the Mare Owner’s responsibility to ensure that UPS will deliver shipment to their location.* The charge for a standard second day delivery is \$400. Priority next day delivery is available at additional cost.

b. The breeding fee includes up to 2 doses of frozen semen, with each additional dose to be purchased at \$500 each. Each dose of frozen semen is defined as a single insemination unit which includes a minimum of 600 million total sperm, which, upon proper thawing, show at least a 30% post thaw motility.

Due to Canadian customs restrictions, frozen semen shipments to Canada require extra coordination and handling. Mare Owner is responsible for providing a Canadian Shipped Semen Permit. Canadian frozen semen shipments MUST be requested at least 72 hours in advance of collection. The charge for a standard overnight shipment to Canada is \$400.00 plus \$150 permit fee.

- c. A \$800 Dry Shipper deposit is due prior to the first shipment of semen. Dry Shippers are the preferred shipping container. The Dry Shipper must be returned to Gumz Farms at Mare Owner's expense within three (3) days of its arrival. Failure to comply with this term will result in the accrual of a \$25 per day late fee and the potential forfeiture of the Dry Shipper deposit and an additional deposit will then be required for any subsequent shipments. Any loss or damage to the Dry Shipper or any of its parts or pieces will be the responsibility of the Mare Owner and any compensation for loss or damage may be taken from the deposit. The deposit may also be held until any balance due for shipping expenses and late fees have been paid. Mare Owner is responsible if the Dry Shipper is lost or damaged during return shipping.
- d. Mare Owner must arrange for a liquid nitrogen storage tank and transfer the frozen semen from the Dry Shipper to the liquid nitrogen storage tank immediately upon arrival. The Mare Owner should inspect the Dry Shipper and ensure that the zip tie is intact on the latch and that the inside of the Dry Shipper is frosted when opened to transfer the semen. If the Dry Shipper is not sealed and cold upon arrival, a claim with the shipping carrier should be filed immediately. Thawing instructions will be included with the shipment. The frozen semen can be damaged if the straws are out of the tank for more than 8 seconds. Gumz Farms is not responsible for frozen semen that has been mishandled.
- e. Ordering and confirming the availability of shipped semen is the Mare Owner's responsibility. **Mare Owner hereby understands and agrees that in order to allow sufficient time for tank preparation and straw transfer that at least 48 hours advance notice must be provided to Gumz Farms for semen shipment.** If less than 48 hours' notice is given, Gumz Farms cannot guarantee semen shipment availability, but will do its best to provide service. Any late notices that can result in a shipment may be subject to an additional \$50 charge, which must be paid prior to shipping.
- f. There is a \$500 frozen semen fee in addition to stallion fee. _____ **mare owner initials.**

4. Breeding Season: For purposes of this agreement, unless otherwise specified for a particular stallion, the breeding season shall begin February 1 and close June 15 of the year of this agreement.

5. Semen Handling. Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled or frozen semen. Gumz Farms agrees to ship semen to the location designated by Mare Owner, but Mare Owner agrees and certifies that only a qualified and experienced person in the use and handling of transported semen and who practices equine reproduction as a regular part of his/her practice will perform the insemination. Mare Owner agrees to use all semen provided by this Agreement solely to breed the Mare named in this Agreement. Any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than the Mare shall automatically terminate all obligations of Gumz Farms under this Agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits and the right to a breeder's certificate. Any unused semen must be returned to Gumz Farms or, with written permission, destroyed by a veterinarian.

6. Disclaimer. Gumz Farms will use reasonable efforts to ship semen on a first call, first serve basis to the designated location. Mare Owner acknowledges that this Agreement does not guarantee semen will be available. Gumz Farms makes no representations or warranties, expressed or implied, regarding the semen delivered under this agreement, including without limitation, representations or warranties that the semen will safely reach the insemination point without losing its integrity, quality or other characteristics. Gumz Farms makes no representations or warranties, express or implied, regarding the delivery of the semen under this Agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that the semen will be available at the time requested by Mare Owner. Mare Owner hereby disclaims and releases Gumz Farms from any liability, damages, claims, causes of actions, or losses with respect to the breeding of the Mare, this Agreement and the shipment and collection of the semen, including but not limited to consequential damages, lost breeding opportunities or lost profits. Mare Owner agrees and acknowledges that Gumz Farms has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease, or inherited train. GUMZ FARMS DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THIS BREEDING. The parties hereto specifically agree if a dispute between Mare Owner and Gumz Farms arises, Mare Owner's damages, expenses, costs and fees including attorneys' fees for such dispute, whatever the nature of the dispute shall be limited to an amount equal to the breeding fee specified herein.

7. Color Guarantee: We do not offer a color guarantee on APHA or ApHC mares.

8. Genetic Testing: The above stallion is N/N for HERDA, HYPP, GBED, PSSM, MH, IMM, OWLS

9. Certificate and Multiple Foals. Upon notification of birth of a live foal and full payment of all fees and expenses and the performance of all other obligations of Mare Owner under this Agreement, Gumz Farms shall issue one breeder's certificate to the Mare Owner. Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional breeding fee, including the booking fee, for each embryo or resulting foal. Such payment shall be due within 60 days of breeding if embryos are flushed from the Mare or upon 60 day pregnancy check when frozen embryo is implanted. Late notifications and late payments of the

breeding fee may incur an additional \$1000 late fee in order to receive a breeder's certificate. Failure to report an additional embryo could result in denial of a Breeders Certificate. Breeders Certificates will be released on line. In the event an embryo is sole, the live goal guarantee will be null and void. It is strongly recommended that embryo insurance is purchased. _____ mare owners initials

10. Substitution. If the Stallion dies, is unavailable, is sold or becomes unfit for service, and the Mare is not in foal, this Agreement shall become null and void and the breeding fee will be returned, less the booking fee and other expenses incurred to date. Alternatively, if frozen semen for the Stallion exists and is available, Gumz Farms may, at its discretion, make it available to the Mare Owner pursuant to the terms and conditions for shipped frozen semen. If the Mare dies before being settled, another mare may be substituted only upon express written consent of Gumz Farms.

11. Miscellaneous. It is further agreed: (a) this Agreement constitutes the entire agreement between both parties hereto and there are no binding agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein; (b) this Agreement cannot be amended except in a writing executed by all parties hereto; (c) this Agreement may not be assigned or transferred in any manner, absent the express written permission of Gumz Farms; (d) this Agreement shall be governed by the laws of the Commonwealth of Kentucky and shall be binding upon the heirs, personal representatives, successors, agents and permitted assigns of the parties; (e) all actions concerning this Agreement shall be instituted in the Union County Circuit or Superior Courts, Morganfield, Kentucky, or in the United States District Court for the Western District of Kentucky, Owensboro Division and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts; (f) Mare Owner acknowledges that failure of Gumz Farms to require performance of any provision of this Agreement shall not affect Gumz Farms' right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself; (g) the person executing this Agreement on behalf of the Mare Owner is fully authorized to execute this Agreement on behalf of Mare Owner; (h) should it be necessary for Gumz Farms to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, Mare Owner shall pay all attorney fees, paralegal fees, accountant fees and any other costs or expenses incurred by Gumz Farms; (i) Mare Owner acknowledges that Gumz Farms acts solely as agent for the owner of the Stallion, and Gumz Farms will be bound by the terms of this Agreement only for so long as Gumz Farms is designated as the agent for the Stallion, and (j) both parties agree that at no time will any damages ever be awarded in any amount greater than the original stallion service fee, rebreed fee or booking fee. _____ **mare owner initials.**

Mare Owner: _____
Signature _____ Date _____

Gumz Farms, the Stallion's Authorized Agent

Printed Name

By: _____

Address _____ City, State, Zip _____

Phone _____ Email _____

Semen Shipping Address:

Contact Name _____

Contact Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Does UPS service this address on Saturday? _____ yes _____ no

If no, alternate address _____

City: _____ State: _____ Zip: _____

Please charge the following credit card for all remaining fees or deposits due along with a 4% usage fee to release semen shipment

Name of Cardholder: _____

Billing Statement Address: _____

City: _____ State: _____ Zip: _____

Card #: _____ Exp Date: _____

3 or 4 digit security code: _____ Phone: _____

Signature: _____ Date: _____

Email: _____