



**RODIOSO VENTURES LLC
BREEDING CONTRACT**



2010

FROZEN SEMEN RODIOSO

This Agreement is for **FROZEN** transported semen from the **Oldenburg** stallion **RODIOSO**, licensed by the *German Oldenburg Verband, International Sporthorse Registry/Oldenburg North America* and *Rhineland Pfalz-Saar* registration # 33-04202-96 entered into this day _____ of _____ 2010 by and between Pamela T. Pentz, manager of **RODIOSO VENTURES, LLC** herein referred to as **Stallion Owner**

and _____ herein referred to as **Mare Owner**
(Address) _____

(Phone) _____ (Cell) _____

1. The **Stallion Owner** agrees to provide the mare owner **one** dose of frozen semen per breeding cycle per mare. (1 dose of frozen semen is defined as 8 (eight) 0.5 ml straws approximately containing between 800 million to 1 billion sperm per straw (800 x 106 to 1 109 sperm). The mare to be inseminated is identified as follows:
Registered name: _____
Breed Registry and Number: _____
Color and Markings: _____
Sire and Registration Number _____
Dam and Registration Number _____
The **Mare Owner** agrees to provide with this agreement a copy of the mare's registration papers if registered.
2. The **Mare Owner** hereby certifies that they are the owner/lessee of the mare to be inseminated and has the legal right to execute this agreement.
3. The **Mare Owner** certifies that the mare has been examined by a licensed veterinarian and is found to be breeding sound.
4. The **Mare Owner** agrees to the following charges and expenses:
 - a) **\$500.00 per dose of frozen semen.**
5. All fees and charges incurred for servicing the mare are for the account of the **Mare Owner**.
6. **Select Breeders Service, Inc. of Colora, Maryland distributes Rodioso's frozen semen.** Charges for semen distribution and handling are solely the responsibility of the **Mare Owner**. Charges incurred for tank loading, deposit, rental, FED EX shipping and tank return to Select Breeders Service Inc. are made directly through Select Breeders Service, Inc., Colora Maryland (877)-658-3328.
7. Neither the **Stallion Owner, Rodioso Ventures LLC, Derby Farms, Select Breeders Service, Inc.** is responsible for lost, delayed or damaged semen. Semen shipped to the **Mare Owner** becomes the property and the sole responsibility of the **Mare Owner**. It is the exclusive responsibility of the **Mare Owner** to properly handle and store the frozen semen. Frozen semen cannot be returned to **Select Breeders or Rodioso Ventures, LLC**.
8. This contract carries with it a **Live Foal Guarantee (LFG)**. If the mare fails to conceive, or aborts or the resulting foals fails to stand and nurse within 24 hours and dies the **Mare Owner** is entitled to re-breed the mare at no extra cost past three doses. (cap of \$1500).
9. Because of the LFG this contract entitles the Mare Owner to ONE breeding certificate for ONE foal.
10. **Multiple mare discounts and Breeder Incentives do not apply to this (Frozen Semen) contract.**
11. The **Mare Owner** hereby acknowledges and agrees that they have read this entire agreement, which is incorporated herein by this reference and therefore accepts all terms and conditions of this agreement.
12. Should the mare named in this agreement become ill, injured or otherwise unable to conceive a foal, the **Mare Owner** may substitute another mare with prior consent from the **Stallion Owner**.
13. This contract is limited to the parties hereto and may not be transferred or assigned by the **Mare Owner**. In the event the mare is sold or leased there shall not be a refund of any fees already paid.
14. The **Stallion Owner** agrees to provide the **Mare Owner** with all necessary paper work for the inspection and registration of the foal in the appropriate registry.
15. The **Mare Owner** shall hold harmless **Rodioso Ventures LLC**, their agents and employees against any claims for damage or injury to the mare or resulting foal from this breeding.
16. This agreement is binding upon the parties hereto governed in accordance with the laws of the State of Washington and venue for any litigation arising there from shall be in King County, Washington. The prevailing party shall be entitled to receive reasonable attorneys fees and costs of litigation.

Mare Owner Signature. _____

Stallion Owner Signature. _____

Date: _____

***Please sign and send back to Rodioso Ventures LLC with payment. Retain a copy for your records.**

**Rodioso Ventures LLC
17720 NE Woodinville-Duvall Rd.
Woodinville, WA 98072**

Phone (425) 483-9583