

JAGUAR VAN PAEMEL

2024 FRESH SEMEN SALES AGREEMENT



MARE'S NAME _____

OWNER

GERALDINE BIDWELL
4385 LLANO AVENUE
SANTA BARBARA, CA 93110
HOME: 805·687·7527
CELL: 503·680·0756
FAX: 503·914·1820

JAGUAR VAN PAEMEL 2024 BREEDING AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____ 2024,
by and between Geraldine Bidwell
and _____
located at _____
(hereinafter referred to as "Mare Owner"). Mare owner is defined as either the registered and legal owner OR as a contractual lessee of said Mare with legal/actual mare owner.

RECITALS:

Geraldine Bidwell owns and manages a Stallion Jaguar Van Paemel (Stallion). Mare Owner owns a mare, described herein, and desires to breed said mare to Geraldine Bidwell's Stallion upon the terms, conditions, and covenants herein.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. RECITALS.** The above Recitals are made a part of this Agreement.
- 2. MARE.** Mare Owner certifies that they are the legal and registered owner and have the right to enter into this Agreement to breed the following described mare (hereinafter "Mare") to Geraldine Bidwell's Stallion: If mare is being leased by Mare Owner, a lease agreement signed by both lessee Mare Owner and lessor mare owner must accompany this Breeding Agreement.

Name: _____

Breed: _____

Date of Birth: _____

Registration No: _____

Sire: _____

Dam: _____

Dam's Sire: _____

Markings: _____

3. MARE OWNER'S DUTIES AND WARRANTIES.

3.1 OWNER ACKNOWLEDGES AND PROVIDES AS FOLLOWS:

- Geraldine Bidwell's sole responsibility under this Agreement is to provide semen of the Stallion.
- The semen provided under this Agreement shall only be used to inseminate the Mare(s) identified herein, and for no other purpose whatsoever. Mare Owner agrees that he/she shall not, directly or indirectly, sell, store or use the semen provided herein to inseminate any other mare without Geraldine Bidwell's prior written approval. This is a material consideration of Geraldine Bidwell entering into this Agreement and is required to maintain the quality of foals bred by the Stallion;

- c. The "Breeding Season" is defined as commencing February 14 and concluding on September 14, although accommodation is possible outside of these dates but frozen semen may need to be substituted depending on supply;
- d. With the regular fresh semen contract and fee of \$2500, there is no live foal guarantee. Normally, Geraldine Bidwell makes no guarantee or warranty of a live foal resulting from frozen or fresh semen sales; However, if the \$5000 Live Foal Guarantee is selected, then section 8 of this agreement will apply.

3.2 MARE OWNER FURTHER REPRESENTS THAT THE MARE IS:

- a. Certified by a veterinarian to be healthy, ready to breed, and physically capable of carrying a foal to birth within no more than thirty (30) days of breeding soundness;
- b. The **Mare** is current on all her immunizations, including EHV;
- c. Within 45 to 70 days after insemination, **Mare Owner** at their expense, shall perform a pregnancy examination of **Mare** and promptly deliver the written results thereof to Geraldine Bidwell by email or USPS.
- d. Mare Owner, at their expense, shall provide Geraldine Bidwell with the requisite Certificate of Insemination as required by the several breed registries once the **Mare** is confirmed to be in foal. Failure to return the Certificate of Insemination will result in a Breeding Certificate NOT being issued once the foal is born.

4. SEMEN DOSES: This Contract is for Cooled Fresh Semen

For each Fresh semen contract, an insemination dose will be provided. All doses purchased are to be used only for the mare named in this contract. Without prior notice it may be necessary to substitute Frozen semen should Stallion be unavailable. Every effort will be made to accommodate the Mare Owner's request for Fresh semen. Any unused frozen semen doses, or portions thereof, must be destroyed and confirmed as such to Geraldine Bidwell.

5. BREEDING. Unless otherwise agreed to in writing between the parties, all Fresh Semen breeding is through artificial insemination. There is no live cover. Mare Owner is not permitted to use Stallion fresh or frozen sperm for in vitro fertilization (IVF), including intracytoplasmic sperm injection (ICSI).

6. STUD FEE:

Without a Live Foal Guarantee, the total 2024 Stud Fee is \$2,500 for Cooled Fresh Semen. It is payable in full upon signing this Agreement and prior to the semen being shipped to Mare Owner. If the purchaser has more than one mare ovulate at the same time, and can service more than their intended mare (with the same shipment) it is possible that Geraldine Bidwell can be contacted quickly (by text message or email,) and asked if she will allow the additional mare to be bred. If this happens, an amendment to this contract and discount may occur, but this is entirely up to Geraldine Bidwell.

With a Live Foal Guarantee, the total 2024 Stud Fee is \$5000 for Cooled Fresh Semen. (See section 8 of this agreement.)

The following terms apply to all fees paid herein:

- a. All payments will be made by wire transfer, PayPal, personal or cashier's check in U.S. dollars. Payment by credit card shall be assessed all applicable fees incurred by method of credit card an additional fee (\$120).
- b. All collection and handling costs will be paid by Geraldine Bidwell.
- c. FedEx shipping costs for the semen shall be arranged and paid by Mare Owner, including the return of the shipping container. Mare Owner will arrange these specifics with Alamo Pintado Clinic.
- d. \$500 refund of fee will be made if "Jaguar" is included in registered name of foal and upon providing proof to Geraldine Bidwell.

6.1 EMBRYO TRANSFER. Mare Owner shall not transfer from Mare any embryos resulting from Stallion's semen and implant them in a different mare unless Geraldine Bidwell agrees in writing to an embryo transfer, and Mare Owner pays the Stud Fee set forth herein. Any flush for embryo transfer that results in any embryo fulfills this contract. Additional stud fee of \$2,000 each will be due for any additional foal(s) resulting from that flush for embryo transfer. This fee will be one fifth of the amount of the original Stud Fee for each additional recipient mare checked in foal at 45 days per ultrasound by a licensed veterinarian. If Geraldine Bidwell and Mare Owner consent to an embryo transfer the Live Foal Guarantee set forth in Section 8 shall **NOT** apply to the mare to which the embryo is transferred. The Mare Owner must provide documentation of transfer of ownership of embryos or pregnancies to Geraldine Bidwell within 7 days of sale, which shall include but is not limited to all contact information for the new owner who is required to sign a new breeding contract with Geraldine Bidwell. This applies to a single embryo flush. If Mare Owner decides to do an additional breeding of the same mare, an additional Stud Fee will be paid to Geraldine Bidwell for each additional confirmed 45-day pregnancy in either the original mare or recipient mare. If an embryo flush was performed and the embryo transferred to a recipient mare, Mare Owner further warrants that any unused semen shall be promptly destroyed with confirmation sent to Geraldine Bidwell by Mare Owner, per Section 8.2 b.

7. COLLECTION, HANDLING, AND SHIPPING. Mare Owner may execute the collection/ shipping contract with Alamo Pintado Clinic for shipment of cooled semen. It is understood that these costs will be independent of Stallion and his owner and that Mare Owner's veterinarian will be working in tandem with the collection & shipping entity, and that Mare Owner is paying for those services on a separate contract. Geraldine Bidwell shall have no liability of any nature or kind for any delays, failures, or damage in shipment. Mare Owner and their veterinarian are responsible for following the specific instructions provided by collector/shipper regarding proper storage, handling, thawing, and use of semen. Contact collector/shipper to arrange shipment:

1. **Alamo Pintado Equine Medical Clinic, 2501 Santa Barbara Ave, Los Olivos, CA, 93441 Phone: (805) 688-6510 Fax: (805) 688-0269 Attn: Dr. Edward Hamer drhamer@aol.com**

8. LIVE FOAL GUARANTEE. Should the mare fail to conceive, abort, or produce a live foal that is unable to stand alone and nurse within 24 hours of birth, a veterinary certificate must be provided in writing by a licensed veterinarian within 10 days of the event. All rights to return to the stallion are subject to collection cost, and shipping fees must be paid in full prior to collection. This breeding right is for the mare identified above with a live foal guarantee and is limited to 2 consecutive breeding seasons. Or the mare owner may opt to switch the mare out for a substitute if their mare has shown to have a reproductive type of problem.

8.1 DEFINITION.

- a. "Birth" is defined as the time the foal has completely left the body of the Mare and the umbilical cord has been broken; and
- b. "Live Foal" shall mean the foal has stood and nursed from a Mare or has been fed by hand, in each case for a period of at least 24 hours from the time of birth.

8.2 COOLED SEMEN. If Mare Owner inseminates Mare with cooled semen, Mare Owner shall be entitled to re-breed Mare, or substitute mare approved by Geraldine Bidwell, again to Stallion, if (1) 60 days after insemination the Mare is barren; (2) Mare aborts; or (3) the delivery is not a live foal. Under any of these conditions, Mare Owner shall, within (7) days of any of the above events, at their expense, have their veterinarian certify in writing the identity of the Mare, verification of stillbirth, loss of pregnancy, or a non-living foal, with reasonable certainty and backup records so that Geraldine Bidwell may authenticate the veterinarian's conclusion.

8.3 RE-BREED. If initial Fresh Semen insemination fails and Mare Owner requests semen for a re-breed, Geraldine Bidwell shall provide additional shipments. The cost of shipment, collection and handling shall be borne by Mare Owner and payable to collecting/shipping party (listed in 7.) in advance.

9. WAIVER OF CLAIMS AND INDEMNITY. Mare Owner, and its agents, assigns, contractors, guests, and employees, waive any and all claims or losses of any nature or kind, including but not limited to, loss to business; damage to property, personal or real; and injury, illness, or death to Mare, any other horse, or to Mare Owner, its agents, employees, invitees, guests, contractors, or any other person, for any cause whatsoever. Mare Owner shall indemnify, defend, and hold harmless Geraldine Bidwell and its owners, agents, employees, contractors and assigns from and against any and all liabilities, claims, damages, judgment costs, suits, and attorney fees arising out of this Agreement, including, but not limited to claims for bodily injury, death, or property damage.

10. MISCELLANEOUS PROVISIONS.

- a. This Agreement shall be governed by the laws of the State of California and jurisdiction and venue for all purposes shall be Santa Barbara County, California;
- b. In the event of a dispute arising out of the Agreement, the prevailing party shall be entitled to attorney fees and costs;
- c. If any part of the Agreement shall be determined to be void, the remainder of the Agreement shall remain in full force and effect;
- d. This is the entire agreement between parties. Mare Owner shall not assign or transfer, in whole or in part, any part of the Agreement without the written consent of Geraldine Bidwell;
- e. This Agreement may only be amended in writing, signed by Mare Owner and Geraldine Bidwell;
- f. This Agreement may be signed in counterparts, and signatures transferred electronically or by facsimile shall be deemed original signatures for all purposes;
- g. This Agreement shall not be construed for or against the drafter of this Agreement; and

- h. Each party by their signature below confirms that they have read and understand this Agreement.
- i. It is the sole responsibility of the Mare Owner to register the offspring and no guarantee is made by Geraldine Bidwell with respect to successful registry of that offspring.

JAGUAR VAN PAEMEL OWNER - SIGNATURE

Dated _____

Geraldine Bidwell _____

MARE OWNER - SIGNATURE

Dated _____

SIGNATURE _____

SIGNED BY _____

Address _____

City, State, Zip _____

Telephone _____

Email _____

(Mare Owner reserves the right to change veterinarians and shall provide Geraldine Bidwell immediate written notice thereof.)

OWNER'S AUTHORIZATION FOR RELEASE OF MARE'S VETERINARIAN RECORDS TO Geraldine Bidwell. Mare Owner's signature herein is an express authorization for owner's veterinarian to release any records pertaining to Mare that in any way concern this Breeding Agreement to Geraldine Bidwell.

Please check here if you wish to purchase:

_____ - Fresh Semen at \$2500 with no Live Foal Guarantee

Or

_____ - Fresh Semen at \$5000 with Live Foal Guarantee

Payment will be by one of these methods:

_____ Personal Check or Cashier's Check

_____ PayPal to geraldine@bidwell.com

_____ Wire Transfer to:

Geraldine Bidwell

Wells Fargo Bank, 420 Montgomery, San Francisco, CA 94104

ABA Routing 121000248

Account Number 7073691334

Re: Jaguar Van Paemel

_____Credit Card (an additional 5% fee will be added to cover processing costs)

Credit Card Number _____

Expiration _____ CVV Code _____ Zip Code_____

Credit Card Owner Name and Address if different from Mare Owner
