

JAGUAR VAN PAEMEL

2024 FROZEN 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**”).

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: _____

Markings: _____

(Or attach a copy of Mare’s breed passport page)

3. MARE OWNER'S DUTIES AND WARRANTIES.

3.1 OWNER ACKNOWLEDGES AND PROVIDES AS FOLLOWS:

- a. Geraldine Bidwell's sole responsibility under this Agreement is to provide nine straws of frozen semen of the Stallion.
- b. The semen provided under this Agreement shall only be used to inseminate the Mare 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. 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. For Frozen Semen there is no "Breeding Season," and it is available throughout the calendar year;
- d. Geraldine Bidwell makes no guarantee or warranty of pregnancy or a live foal resulting from breeding Mare with Stallion;
- e. Mare Owner shall not use, obtain, or retain any unused Stallion semen for any purpose whatsoever except for _____ (Mare's Name) as authorized by Geraldine Bidwell.

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;
- 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 via email or USPS to Geraldine Bidwell; and
- d. Mare Owner, at their expense, shall provide Geraldine Bidwell with the requisite Certificate of Insemination as required by 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 FROZEN semen only.

For each frozen semen contract, 9 straws will be provided as **one dose**. Semen is sold “as is” with no guarantees.

5. STUD FEE. The total Stud Fee for the Stallion for the 2024 breeding season is:

\$1,500 per dose of Frozen Semen and is payable in full upon signing this Agreement prior to the semen being shipped to **Mare Owner**.

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.
- b. After the payment for the semen is made, arrangements to move the semen must be made with the clinic that stores the semen. All shipping container rental, packing and shipping costs for the semen shall be paid by **Mare Owner**. The prompt return of the shipping container is expected, and the mare owner must arrange this by contacting the Alamo Pintado Clinic.
- c. **Mare Owner** will receive a \$500 refund of the Stud Fee if they register the foal with the name “Jaguar” somewhere in the registered name, upon providing proof to Geraldine Bidwell.
- d. **Mare Owner** is not permitted to use stallion sperm for in vitro fertilization (IVF), including intracytoplasmic sperm injection (ICSI).

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 **FOR EACH ADDITIONAL FOAL**. If multiple embryos are produced from a mare in a single embryo flush, an additional Stud Fee will be charged to the Mare Owner **FOR EACH ADDITIONAL FOAL**. This fee will be 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 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 **FOR EACH ADDITIONAL FOAL**. 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. SHIPPING AND HANDLING. Mare Owner may execute the shipping/handling contract with Alamo Pintado Clinic for shipment of frozen 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 Alamo Pintado Clinic who collect and store the semen, 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 in regard to proper storage, handling, thawing, and use of semen. Contact this 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. 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.

9. 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) No guarantee of pregnancy is given by Geraldine Bidwell under any circumstances whatsoever. By signing this agreement, semen is sold as is and without any guarantees.
- j) It is the sole responsibility of the Mare Owner to register the offspring and no guarantee is made by Stallion Owner with respect to successful registry of that offspring.

- Number of Doses: _____ @ \$1,500 = _____ Total Amount Due

JAGUAR VAN PAEMEL OWNER - SIGNATURE

Dated _____

Geraldine Bidwell _____

MARE OWNER - SIGNATURE

Dated _____

SIGNATURE _____

Signer's Name _____

Address _____

City, State, Zip _____

Telephone _____

Email _____

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.

Payment will be by one of these methods:

___ Personal Check or Cashier's Check

___ Venmo @Gerald-Bidwell

___ PayPal payable 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 (Plus 5% credit card fee)

Credit Card Number _____

Expiration _____ CVV Code _____ Zip Code _____

Credit Card Owner Name and Address if different from Mare Owner

