



# AGREEMENT TERMS AND CONDITIONS

The Parties hereto mutually agree as follows:

1. Additional information about each Stallion may be found at the website [www.pomponioranchstallions.com](http://www.pomponioranchstallions.com) where we have provided a full Bio and Performance Record as well as a 5x5 pedigree.
2. If you have any questions about this Agreement, please contact Ashley Giannini at (650) 726-2276.
3. Supplier will not release any semen to Mare Owner until Supplier receives a fully completed Mare Information Form together with all the photos, documents and records required, **and** the identified mare(s) have first been approved by the Supplier.
4. The term "Approved Mare" shall also mean and include any surrogate or recipient mare.
5. Frozen semen will only be released and shipped by Pioneer Equine to a licensed vet.
6. All semen is collected by Pioneer Equine and immediately frozen in liquid nitrogen.
7. Supplier guarantees that each Stallion has a minimum of 30% progressive motility post-thaw.

## **A. BREEDING FEE AND COSTS**

- 1.1 **Frozen Semen Fee \$1,500 and Dose.** The Frozen Semen Fee (hereinafter the "Breed Fee") for the selected Stallion is \$1,500. The Breed Fee is due to Supplier upon approval of Mare Owner's application and before the Supplier will release semen to the Mare Owner. The Breed Fee entitles the Mare Owner to receive One Dose of the selected Stallion's frozen semen from the Supplier's vet, Pioneer Equine Hospital located in Oakdale, California (hereinafter "Pioneer Equine.") One Dose is equal to **eight (8) to sixteen (16) straws, as determined by the vets at Pioneer Equine.** All collections are frozen with a sterilized extender which contains a cryopreservant. The extender provides antibiotics and nutrients to the Stallion's semen and prevents the growth of bacteria. Mare Owner acknowledges that this is the standard practice in the industry.
- 1.2 **Pioneer Equine Ships All Frozen Semen.** The Supplier does not ship any semen. All frozen semen is in storage with Pioneer Equine. Once Mare Owner has submitted this Agreement and all the appropriate paperwork to Supplier, and after Supplier has approved the Mare Owner's application, Supplier will release One Dose of the selected Stallion's semen to Mare Owner. Mare Owner must contact Pioneer Equine directly to make arrangements for the transport and delivery of the frozen semen. Pioneer Equine will only ship the frozen semen to a licensed vet and not directly to Mare Owner, unless Mare Owner is also a licensed vet.
- 1.3 **Mare Owner's Vet Responsibilities.** Mare Owner's vet must have the capability of storing the frozen semen in liquid nitrogen immediately upon receipt from Pioneer Equine. Once the semen is received by Mare Owner's vet, it must be checked immediately to ensure that it is still frozen. If the shipment does not arrive sealed and frozen, a claim must be made within 24 hours of receipt. The Mare Owner's vet must transfer the frozen semen from the Dry Shipper to a liquid nitrogen storage tank within 24 hours of receipt. If this is not accomplished, then this Agreement will become void because the integrity and quality of the frozen semen will be compromised. Frozen semen should not be held outside of a tank for more than eight (8) seconds or it could be damaged.
- 1.4 **Mare Owner Pays All Pioneer Equine Fees.** Mare Owner shall be solely and exclusively responsible for paying all costs and expenses to Pioneer Equine which are associated with the delivery and shipping of the selected Stallion's frozen semen, according to their rate and terms, including but not limited to Equitainer deposit and rental fee(s).

- 1.5 **Right to Test Motility and Replacement Dose(s)**. Mare Owner's vet shall have the right to test the motility of the semen for a period of 24 hours after receipt. If he/she believes the semen motility falls below the standard in the industry, then he/she shall contact Pioneer Equine and discuss the matter before he/she returns the semen. In order to receive a replacement Dose, Mare Owner shall not attempt insemination, or any other procedure, with the original frozen semen but shall return it to Pioneer Equine with a veterinarian's certificate attesting to the substandard motility rate. Upon receipt of the veterinarian's certificate, Supplier shall release a replacement Dose to Mare Owner. Except with regard to the return of any straws containing the frozen semen of Jonkheer Z, Mare Owner shall be solely responsible for the payment of all shipping charges to and from Pioneer Equine, and any other costs and expenses associated with the replacement Dose. (PR shall pay for the return shipping on all Jonkheer frozen semen straws.)

## **B. MARE OWNER OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

- 2.1 **Approved or Surrogate Mare in Good Health**. Mare Owner represents and warrants that the Approved Mare (which includes any surrogate or recipient mare) is in good health and condition, free from all contagious or infectious diseases, and capable of conceiving a foal. Mare is current on all vaccinations and worming, and has returned a negative uterine culture within the last thirty (30) days. Mare Owner will furnish a health certificate to demonstrate said representations.
- 2.2 **Right to Breed Mare**. Mare Owner warrants that he/she/it is the true and lawful owner or lessee of the Mare whose name and registration number appear on this Agreement. Prior to delivery of any Dose(s), Mare Owner shall deliver to Supplier the Photos, Documents and Records listed on page 2 of the Mare Information Form.
- 2.3 **Vet Check to Ensure in Foal**. Mare Owner understands and agrees that after the Approved Mare (which includes any surrogate or recipient mare) is bred with the selected Stallion's frozen semen, the Mare should be examined by a licensed vet to determine if she is in foal at 45 days and again at 60 days after the date of breeding. Mare Owner must then notify the Supplier in writing of the pregnancy status of the Mare at that time using the attached Veterinary Verification Form attached on the last page hereto.
- 2.4 **Payment of Breed Fee**. Mare Owner shall have the right to pay the Breed Fee to Supplier by Cash, Check, Paypal or Bank Wire. Supplier reserves the right to refuse the release of frozen semen until payment to Supplier and Pioneer Equine has been made and received.
- 2.5 **Stallion Manager/No Liability**. If Mare Owner fails to comply with the requirements, terms and conditions set forth in this Agreement, it may result in a delay in shipping the Dose(s), and/or a missed estrus cycle for the Mare. Mare Owner recognizes his/her/its obligations hereunder and assumes the risk of lost opportunity in such event. Supplier shall not bear any responsibility or liability for any lost opportunity due to Mare Owner's failure to faithfully comply with this Agreement.
- 2.6 **Obligation to Use Licensed Vet**. Mare Owner agrees that he/she/it shall use a licensed veterinarian to check the Approved Mare for normal breeding health and condition and to provide the Health Certificate required hereunder for the Approved Mare and/or any surrogate or recipient mare, and for all AI or ICSI procedures hereunder. Failure to use a licensed veterinarian to accomplish artificial insemination or ICSI of the Mare shall result in a waiver of Mare Owner's right to receive any additional Doses and Mare Owner shall be required to return the semen to Pioneer Equine.
- 2.7 **Mare Veterinary Fees and Costs**. Any and all veterinary and diagnostic fees and costs incurred by Mare Owner in connection with the Approved Mare and/or the subject matter of this Agreement shall be the sole and exclusive responsibility of the Mare Owner.

- 2.8 **No Stockpiling of Semen Straws.** This Agreement is for the breeding of one live foal that stands and nurses for 24 hours and not for the sale of semen as a product. Mare Owner has no right to stockpile or store any of the selected Stallion's unused frozen semen straws or to store said straws for future use with the approved mare or with any other mare. Once the Approved Mare's foal stands and nurses 24 hours after delivery, the Mare Owner has a duty to return all unused semen straws to Pioneer Equine. (Except as to the frozen semen of Jonkheer Z which must be returned to Pioneer Equine, in the alternative, Mare Owner may also elect to destroy unused straws, provided however, that Mare Owner shall deliver to Supplier a certificate of destruction by Mare Owner's vet.) If Mare Owner fails to either return the unused straws or provide a certificate of destruction, Supplier shall have the right to refuse to issue a Foal Certificate to Mare Owner.
- 2.9 **Retention of Straws to Use for Second Foal.** If the Mare Owner wishes to retain unused straws of frozen semen for the breeding of a second foal, Mare Owner shall inform Supplier in writing that he/she/it wishes to retain the unused frozen semen, submit a new mare application package for approval and pay Supplier a second Breed Fee of \$1,500. If the second mare is not approved by Supplier, then Mare Owner shall return the frozen semen to Pioneer Equine (or destroy it as set forth above in Para. 2.8), and Supplier will refund the second Breed Fee after receiving confirmation by Pioneer Equine of receipt of the frozen semen from the Mare Owner (or Supplier receives the certificate of destruction from the Mare Owner's vet.)

### **C. SUPPLIER RIGHTS, DUTIES, AND OBLIGATIONS REGARDING ADDITIONAL DOSE(S)**

- 3.1 **If Mare Does Not Take.** If it is determined by a licensed veterinarian that the Mare is not in foal 45 days after insemination, Mare Owner shall provide Supplier with a vet's certificate and Supplier shall release a second Dose to Mare Owner free of charge, except that Mare Owner shall pay all shipping, costs and expenses charged by Pioneer Equine. Under this provision, Mare Owner shall not be required to pay to Supplier an additional Breed Fee. If three (3) attempts to breed the Mare are unsuccessful, the Supplier shall be entitled to require the Mare Owner to obtain a diagnostic evaluation of the Mare before any additional Doses are shipped. If the diagnostic test reflects that the Mare is not a good breeding candidate, Supplier shall have no further obligation to provide any additional Doses.
- 3.2 **Limitation on Use of Stallion's Semen.** Stallion's semen and any Dose(s) supplied to Mare Owner hereunder shall only be used on the Mare approved by Supplier (and any approved surrogate or recipient mare) under this Agreement, and no other mares. Mare Owner may not use the frozen semen and/or Dose(s), or any part thereof, to impregnate more than one mare or any unapproved mare. If the Approved Mare is not a good breeding candidate or problems arise, then Mare Owner may request in writing that Supplier approve a substitute mare. No substitute mare will be allowed without the express written consent of the Supplier. If Mare Owner violates any of these provisions, he/she/it will forever forfeit all rights under this Agreement and shall be required to return the semen straws to Pioneer Equine at their own expense. For any breach of this Agreement, Supplier shall be entitled to refuse to issue a Foal Certificate to Mare Owner. If Mare Owner wishes to sell a pregnant mare before the foal is born, in order for this Agreement, or rights thereunder to run with the mare, Supplier must approve the assignment of the Agreement to the purchaser of the pregnant mare, otherwise, the assignment shall have no force and effect as set forth hereunder at Para. 5.2.
- 3.3 **Rebreed Rights Upon Death of Mare or Foal.** In the event that the Approved Mare dies during gestation, slips her foal after the 45 or 60 day vet check, or if the Approved Mare does not carry the foal to term, or if the foal is born live but unable to stand alone and nurse and subsequently dies, then Mare Owner shall have the right to re-breed the Approved Mare (or a substituted approved mare) back to the selected Stallion without payment of an additional Breed Fee. Approval of a substituted mare shall not be unreasonably withheld. This rebreed right is specific to the Approved Mare unless the parties agree in writing that Mare Owner may substitute a different mare. Before Supplier releases any replacement Dose(s) to Mare Owner,

he/she/it shall provide Supplier with a vet's certificate attesting to the circumstances of losing the Approved Mare and/or foal.

- 3.4 **No Rebreed Rights if Mare Not Vaccinated.** The Rebreed rights provided in Section C 3.3 above are dependent upon the appropriate vaccination of the Approved Mare against Rhinopneumonitis (viral abortion). Proof of such vaccination must be provided to Supplier before rebreed rights will vest.
- 3.5 **No Obligation to Approve Mare.** Supplier shall have no obligation to accept or approve any proposed mare. Supplier reserves the right to reject any mare at its exclusive discretion. The Agreement does not become effective until signed by an authorized representative of Supplier.
- 3.6 **No Live Foal Guarantee.** This Agreement pertains to the provision of frozen semen in order to breed one live foal and not to the sale of goods as that term is defined under the California Commercial Code. Supplier is not providing a service to Mare Owner, but only the opportunity to create a foal using the selected Stallion's frozen semen. The parties hereto agree and understand that the successful insemination and impregnation of the approved Mare is completely out of the hands of the Supplier. The Supplier has no control over the Mare during gestation and cannot ensure the quality of care that the approved Mare receives during gestation to ensure a live foal delivery. Therefore, Supplier expressly denies and does not grant any "Live Foal Guarantee" or warranty under this Agreement.
- 3.7 **No Joint Venture.** The parties hereto do not intend to create a joint venture by entering into this Agreement. Nothing herein creates a joint venture and the parties understand and acknowledge that they stand apart at arm's length in the creation of this contract and in the breeding of the approved Mare. Supplier shall have no interest in any foal resulting from the breeding of the Approved Mare to the selected Stallion.

#### **D. SUPPLIER REPRESENTATIONS AND WARRANTIES**

- 4.1 **Selected Stallion's Semen has Been Tested and is Fit.** Stallion's semen is fit for the purpose for which it is intended. The semen is SCID and EVA Negative. No other representations or warranties are provided hereunder. All other warranties are disclaimed to the fullest extent allowed by law.
- 4.2 **Additional Resources and Information.** Supplier is very interested in helping Mare Owner to successfully breed a healthy foal. Supplier offers and provides additional information and breeding resources about the selected Stallion and frozen semen breeding on its website, and Supplier encourages Mare Owner to access such resources during the breeding process.
- 4.3 **Breeder's (Foal) Certificate.** It is the responsibility of the Mare Owner to inform the Supplier in writing the dates that the approved Mare was impregnated so that the information can correctly be entered on the Stallion Report. Failure to do this will make registration of the resulting foal impossible. Upon notification of birth of a live foal and the performance of all other obligations of Mare Owner under this Agreement including payment of all invoices and amounts due to Pioneer Equine, Supplier shall issue and deliver to Mare Owner a Breeder's (Foal) Certificate for registration of the foal to the Belgian Warmblood Registry. Twin foals will not be allowed under the terms of this Agreement and if the Mare Owner allows the Approved Mare to foal out twin foals, such occurrence will render Supplier's obligation to provide a Breeder's Certificate null and void, and no certificates shall be issued.

## **E. GENERAL PROVISIONS**

- 5.1 **Integration Clause.** This Agreement is the entire and integrated agreement of the parties hereto. There are no written or oral statements, representations, inducements, understandings, or agreements made by or between the parties hereto except as expressly set forth herein. This Agreement shall not be amended, modified, or supplemented except by means of a subsequent instrument in writing signed by the parties hereto.
- 5.2 **No Assignment of Agreement.** The Mare Owner shall not transfer or assign this Agreement or any Dose(s) supplied hereunder without the express written consent of Supplier. Any attempted assignment made without approval of the Supplier shall be invalid and without any force or effect, and the Agreement may not be enforced against the Supplier by any unapproved assignee. The right of rebreed granted herein shall terminate and become null and void if the Approved Mare is sold or transferred to a new owner without the written approval of Supplier.
- 5.3 **No Waiver of Performance.** No waiver of any breach of any provision in this Agreement shall be made except by means of an instrument in writing signed by the party to be charged with such waiver. No such written waiver by a party shall be deemed to be a waiver of any other performance or breach hereof.
- 5.4 **Survival of Provisions.** All provisions of this Agreement which by their own terms are intended to survive the termination of this Agreement, shall so survive the termination of this Agreement for any reason. All other rights and obligations of the parties shall cease upon termination of this Agreement.
- 5.5 **Breeding is Risky Business. MARE OWNER ACKNOWLEDGES THAT BREEDING HORSES IS RISKY BUSINESS WITH NO GUARANTEE OF SUCCESS. ALL RISKS CONNECTED WITH BREEDING THE APPROVED MARE SHALL BE BORNE SOLELY AND EXCLUSIVELY BY MARE OWNER. NEITHER SUPPLIER, OR ITS OWNERS, AGENTS, EMPLOYEES AND VETERINARIANS, WILL BE LIABLE TO MARE OWNER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR UNDER ANY DISPUTE, TERM, OR MATTER COVERED BY THIS AGREEMENT.**
- 5.6 **California Law Applies.** This Agreement is made and is to be performed in the State of California, and shall be governed in all respect by the laws of the State of California, provided, however, this Agreement has been negotiated and reviewed by each of the parties hereto and shall not be construed or interpreted for or against either party hereto, but shall be construed and interpreted fairly and equitably according to the intentions of the parties as expressed herein at the time of the execution of this Agreement. Venue for all disputes shall be in San Mateo County. If any part or provision of this Agreement is ever held by any court of competent jurisdiction to be invalid or unenforceable, then that particular part or provision shall be stricken and the remaining provisions of this Agreement shall remain in full force and effect.
- 5.7 **Prevailing Party Attorney Fees.** In the event that either party ever brings any legal action to interpret or enforce this Agreement or any part or provision hereof, or with respect to any dispute arising under this Agreement, then the prevailing party therein shall be entitled to, in addition to all other relief, an award of reasonable attorney's fees, costs, expenses and court costs.
- 5.8 **Counterparts and DocuSign Accepted as Originals.** This Agreement may be executed by the parties hereto via DocuSign and/or in counterparts each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Any such counterpart shall be admissible into evidence as an original copy of this Agreement. DocuSign signatures shall be deemed to be originals.

**In Witness whereof, Supplier and Mare Owner have entered into this Frozen Semen Agreement by providing their authorized signature below as of the date set forth by their names.**

H. SIGNE OSTBY

\_\_\_\_\_

Dated: \_\_\_\_\_

**POMPONIO RANCH, LLC**

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Managing Member/Designated Authorized Agent**

**MARE OWNER/AUTHORIZED LESSEE**

**Dated:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**(Print Name)**



(650) 726-2276  
Ashley@pomponioranch.com  
www.pomponioranchstallions.com  
San Gregorio, California

### **MARE INFORMATION FORM**

Name of Mare: \_\_\_\_\_ DOB: \_\_\_\_\_

Breed: \_\_\_\_\_ Registration # \_\_\_\_\_

Owner's name exactly how it appears on registration papers: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Owner Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### **Intended Type of Breeding?**

Artificial Insemination

Surrogate/Recipient Mare \_\_\_\_\_ (Name)

ICSI (Intracytoplasmic Sperm Injection)

(If Mare Owner is intending to use a Recipient/Surrogate Mare, then health records and vet certificate must also be submitted for her in addition to the biological mare.)

#### **SHIPPING INFORMATION OF OWNER'S LICENSED VET:**

Name of Owner's Vet: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_



**List of Photos, Documents and Records Which Must be Submitted to Supplier**  
**Applies to Identified Mare and/or Recipient/Surrogate Mare**

- Copy of International Passport
- Copy of 5x5 Pedigree
- Performance Record
- Vet Certificate of Good Health and Vet Record for last 2 years
- Complete Breeding/Recipient Carry History
- Six (6) recent photos of Mare
  - a) Head On Conformation
  - b) From Rear Conformation
  - c) Both Sides (2) Conformation
  - d) Front Feet
  - e) Rear Feet

## VETERINARY VERIFICATION FORM

I, the undersigned veterinarian, duly licensed by the state of \_\_\_\_\_ do hereby attest that the following occurred:

1. That on \_\_\_\_\_, I artificially inseminated/performed ICSI on the mare identified below with the frozen semen received from Pioneer Equine of the stallion known as \_\_\_\_\_ and said procedure(s) were performed in accordance with standard veterinary practices and the terms and conditions of the Breeding Agreement between the Supplier and the Mare Owner.

2. Further, I hereby certify that after careful inspection of the mare, she is the mare described in the mare information box set forth below. Said inspection consisted of my comparing the written description of the mare with the mare on which I performed the procedure and I found that she corresponds in description.

3. Further, I certify that no other mare was inseminated with the stallion frozen semen designated for the mare identified below and that any excess straws were either properly frozen, returned to Pioneer Equine, or promptly destroyed by me.

4. I hereby examined the identified mare on the dates set forth below and made the findings noted.

Signed this day \_\_\_\_\_ (date), \_\_\_\_\_ (year), under penalty of perjury according to the laws of the state of California.

**Licensed Veterinarian**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Examination Date: \_\_\_\_\_ In foal \_\_\_ Not in Foal \_\_\_\_\_

Examination Date: \_\_\_\_\_ In foal \_\_\_ Not in Foal \_\_\_\_\_

Examination Date: \_\_\_\_\_ In foal \_\_\_ Not in Foal \_\_\_\_\_

Name of Mare: \_\_\_\_\_ DOB: \_\_\_\_\_

Breed: \_\_\_\_\_ Registration # \_\_\_\_\_

Color: \_\_\_\_\_ Special Markings: \_\_\_\_\_

Name and Address of Mare Owner: \_\_\_\_\_  
\_\_\_\_\_