

FGL

florida georgia line

Florida Georgia Line - Europe

This contract dated _____ is between ("Mare Owner") _____ and Ruth Marie Rowe (Owner and Breeder). One service to **Florida Georgia Line, Reg No. 5718658** (Stallion) for the (Mare) _____ Reg. # _____ Breed _____ for the 2022 season at \$ _____. The following conditions of service are mutually agreed between Mare Owner/Agent, named above and Ruth Marie Rowe upon execution of this contract:

<p>\$ <u>500</u> Non-Refundable Booking Fee- Payable to Ruth Marie Rowe \$ _____ Balance of Stallion Fee- Payable to Ruth Marie Rowe \$ _____ Non-Refundable Farm Fee- Payable to Ruth Marie Rowe (if applicable) Additional Terms:</p>

1. Fees and Expenses:

- a. **Charges:** A booking fee of \$ 500.00US is due with signed contract. Balance of the stud fee \$ _____ is due before shipment of Frozen Semen. Up to **2 Doses (16 straws)** of Frozen Semen are **included** in the Breeding Fee. Transportation of Frozen Semen from the Storage Facility is the responsibility of Mare Owner. For embryo transfer mares, should more than one embryo result from breeding, mare owner must immediately report the additional embryo and pay an additional Stud Fee upon heartbeat check. **Failure to report an additional embryo could result in denial of a Breeders Certificate.**
 - b. **Use of Frozen Semen:** Any unused Frozen Semen remains the property of Fritz Leeman. Any unauthorized use of Frozen Semen may result in penalties. No breeding shall take place with Frozen Semen without signed contracts and payment in full for a Breeding Fee to Florida Georgia Line. Frozen Semen shall only be used for the Mare that is listed on this contract. Unused Frozen Semen shall be returned to the Storage Facility or destroyed at the discretion of the Stallion Owner. Should a Mare Owner desire to keep unused Frozen Semen in Storage a report of straws on hand and location must be submitted to Stallion Owner for approval.
 - c. **Additional Frozen Semen** may be purchased for \$550.00US for **2 doses (16straws) depending upon availability.**
2. **Mare Registration:** A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.
3. **Insemination Report:** **Breeding dates must be provided to European Representative DAVID MAISONETTE by September 1st of the 2022 breeding year. Failure to do so will result in Mare Owner being responsible for penalty fees. Mare Owner initials _____**
4. **Breeding Season:** For purposes of this agreement, unless otherwise specified for a particular stallion, the breeding season shall begin February 1st and close July 1st of the year on this agreement
5. **Live Foal Guarantee:** The mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare the following season only, to the Stallion for no additional Stud Fee however there will be a \$500.00US Rebreed Fee plus the cost of Frozen Semen, provided proper written notification that the Mare has slipped or produced a nonviable foal or failed to conceive. Proper notification must be received within one week of the nonviable foal being born. STALLION OWNER, RUTH MARIE ROWE OR ITS EMPLOYEES shall not be held liable for the loss of any pregnancy whether it is slipped or a non-viable foal is produced. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal. If written notification is not received by the STALLION OWNER the rebreed may not be honored at the STALLION OWNERS discretion. Mare Owner will be responsible for the cost and transport of additional Frozen Semen for the Rebreed Year.

Florida Georgia Line 2022 Breeding Contract

6. **Embryo Transfers:** In the event that an embryo is sold, the live foal guarantee will be null and void. Ruth Marie Rowe strongly recommends the purchase of embryo insurance. There is no live foal guarantee for vitrified embryos.
7. **Breeder's Certificate:** A Breeder's Certificate will be issued only after owner has notified Ruth Marie Rowe that the mare has produced a live foal and all bills on the mare have been paid in full (veterinarian, farrier, embryo transfer service, etc).
8. **Mediation and Arbitration:** Any dispute relating to the interpretation or performance of this agreement shall first be submitted to mandatory mediation to a mediator selected by agreement of the parties. Should the parties be unable to agree on a mediator, the dispute shall be submitted to an Elbert County, Colorado mediation service. The parties shall share the cost of mediation equally. Should a party not participate in the mediation, the non-participating party shall be charged with the cost of the mediation which said cost shall be considered a liquidated damage provision to be applied as damages in any subsequent action without consideration as to the prevailing party in such action. If the mediation does not successfully resolve the dispute between the parties, the dispute shall be resolved, at the request of either party, through binding arbitration. Arbitration shall be conducted in Elbert County, Colorado, in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction. The Mare Owner and Breeder intend that this agreement to arbitrate be irrevocable. If either party is required to retain the services of an attorney to enforce any term or obligation arising out of or in connection with this agreement, or the collection of any monies due and owing under or pursuant to the terms of the agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable costs of collection and attorneys' fees) incurred in the enforcement of the agreement or any proceeding related thereto.
9. **Substitution:** In the event that the Stallions dies or becomes unfit for service, or in the event that the Mare dies during the breeding season, the Mare Owner may substitute another mare or breed the Mare to another stallion at the Breeder's farm, as may be agreed by both the Mare Owner and the Breeder. Frozen semen may be offered to fulfill the remainder of the contract to the Mare Owner and the parties to this agreement will be released from any further rights, obligations or liabilities hereunder.
10. **Binding and Entire Agreement:** This contract, when signed by the Mare Owner and the Stallion Owner/ Breeder and accompanied by payment of the Stud Fee and Expense Fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.
11. **Counterparts and Facsimiles:** This contract may be executed in any number of counterparts which, taken together, shall be considered as single contract, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.
12. **Genetic Testing:** FLORIDA GEORGIA LINE is N/N for HERDA, HYPP, GBED, PSSM, MH, IMM, OLWS

Mare Owner Information:

Owner: Ruth Marie Rowe

Mare Owner/Agent Signature

Stallion Owner/Agent Signature

Daytime Phone

Cell Phone

Date

Email

Ruth Marie Rowe
3492 Willownook Ranch Trail
Elizabeth, Colorado 80107 USA
RuthMRowe@gmail.com
307.745.4507

Address

City, Country, Zip

European Agent

David Maisonette

Haras de l'Hermet

43110 AUREC SUR LOIRE

(+33) 673 331 532

david_qh@hotmail.com

BILLING INFORMATION (of MARE OWNER):

Full Name _____

Address _____

Zip, Town _____

Country _____

Email _____

Phone Number _____

SHIPPING ADDRESS (APPROVED CLINIC FOR INSEMINATION WITH FROZEN SEMEN):

Name of Clinic _____

Address _____

ZIP, Town _____

CREDIT CARD INFORMATION:

Full Name _____

Billing Address _____

Zip, Town _____

Country Phone Number _____

Email _____

Credit Card Number _____

Expiration Date _____ Security Code (on Back of Card) _____

Signature _____



FROZEN SEMEN SHIPMENT AUTHORIZATION

TO BE COMPLETED BY THE STALLION/SEMEN OWNER/AGENT

BREEDING SEASON YEAR: _____ Stallion: FLORIDA GEORGIA LINE

Stallion Owner/Agent: _____ Phone: _____

Number of doses approved for shipment (per mare/year): _____

Please check one of the following:

- Semen should be shipped on a per cycle basis at _____ doses per shipment/mare
- Mare owner can receive the season's allotment of semen in one shipment.

Please check who will be responsible for the container deposit, Equine Services fees, shipping and ordering the semen:

Stallion Owner Mare Owner Important: provide billing address below

Mare Owner: _____ Phone: _____

Address: _____ Email: _____

<u>Mare Name</u>	<u>Breed</u>	<u>Registration No.</u>	<u>Mare Classification</u>
1.) _____	_____	_____	new book rebreed
2.) _____	_____	_____	new book rebreed

Mare Classification: **New Book** is a mare whose contract begins in the current year.
Rebreed is a mare that was bred in the previous year(s) to the above Stallion and found to be Not Pregnant and is thus breeding back under an old contract.

Semen Owner/Agent Signature

Print Name

Date

NO SEMEN WILL BE SHIPPED PRIOR TO THE RECEIPT OF AUTHORIZATION FROM THE STALLION OWNER AND A CONTAINER DEPOSIT.

Date Received by SBS staff: _____ Initial: _____ Fax Phone