

# Wind Swept Acres Farm - Shipped Semen Document, in addition to the 'On Farm' Contract

2015

Karena & Doug Cymbaluk  
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## Wind Swept Acres Farm Shipped Semen documentation & contract, MUST accompany all Breeding Contracts in which Shipped Semen will be required.

Thank you for your interest in breeding to **Pass The Legacy On**. We look forward to having the opportunity to serve you! Attached you will find a Cooled Semen contract for the 2015 season.

I would like to take this opportunity to make you aware of the necessary steps to ensure good fertility levels and minimize your costs involved in the process.

Semen shipment requests MUST be made **no later than 12:00pm (Noon) CST the day prior** to needing shipped semen. Our breeding farm (Brady Equestrian Center) collects daily. Full payment for the collection, shipping container, and shipping must be made prior to shipping. Breeders are encouraged to plan ahead to send a check and allow time for it to clear the bank. Otherwise payment may be made on the day of collection via major credit card, to Brady Equestrian Center. Collections will be shipped via next day delivery with Fed Ex or may be available at the farm for same day pick up or same day delivery to your farm at an additional cost.

### Costs Involved:

- Collection & preparation: \$250
- Shipping Container:
  - New Disposable Shipping Container \$45
  - Equitainer Shipping Container rental: \$25 with a refundable deposit (\$250).
  - You are welcome to provide your own shipping container, it must be received 2 weeks prior to first request for semen.
- Actual Fed Ex Shipping Expenses are billed to mare owner.
- Expedited Handling & Preparation: \$100
  - Billed if request for shipment is received after 12:30pm for next day shipment.

Every effort will be made to ship semen to those that make requests. However, because of on farm breeding demand, weather and road conditions, we cannot guarantee that semen will always be available for every shipment request. Pass The Legacy On will be standing at our farm, and travel to the breeding/collection facility at Brady Equestrian Center upon request. We are approximately 75 miles apart, so time is needed to make travel arrangements and ensure staff is available for collection. If an exception is required, the \$100 expedited handling fee will be assessed.

The use of fresh cooled semen can be very successful if proper communication and cooperation is established. Proper timing is essential to achieve success, so we request you work closely with your veterinarian or breeding manager throughout this process. Early and frequent communication is essential to a positive experience and pregnant mare! Do not hesitate to call if you have any questions. To ensure maximum fertility we suggest insemination of the mare as soon as possible after semen arrives.

Sincerely,



Karena Cymbaluk

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## COOLED SEMEN 2015 BREEDING CONTRACT

This agreement is made and entered into on \_\_\_\_\_, 20\_\_\_\_ between Karena Cymbaluk, hereinafter designated as Stallion Owner, and, \_\_\_\_\_ hereinafter designated as Mare Owner.

This contract is subject to the following terms:

1. **Charges:** The mare owner agrees to pay the cost of stallion collection (\$250), shipping container (see page 1 for options). These must be paid in full prior to an order for cooled shipped semen. **And are payable to Brady Equestrian Center. Major credit cards are accepted.**
2. **Shipment:** Karena Cymbaluk and Wind Swept Acres Farm's sole obligation under this breeding contract is to use reasonable efforts to ship semen.
  - The parties acknowledge that:
    - i. Wind Swept Acres Farm will give preference to **On Farms breedings** over Shipped Semen breedings;
    - ii. The shipment and use of the semen is subject to a number of conditions beyond the control of the parties, therefore the cooled semen may not be received when the Mare is ready to breed.
  - Accordingly, the Mare Owner acknowledges that semen may not be shipped in compliance with the requests received by the Mare Owner in the time period or condition necessary to successfully breed the mare or available when the Mare is ready to breed. The Mare Owner hereby disclaims and releases Wind Swept Acres Farm and Stallion Owner from all liability, damages, claims, causes of action and losses with respect to the breeding of the Mare, this breeding contract and the shipment or collection of the semen (including consequential damages, lost breeding opportunities or lost profits).
  - **There are some states that require a permit accompany a shipped semen collection. It will be the responsibility of the MARE OWNER to determine if this is needed for their state.**
3. **Mare Owner:** Mare Owner agrees that a qualified and experienced person in the use of cooled semen will perform the insemination. Mare owner agrees to use all cooled semen provided by this agreement for the mare named in this agreement and no other. In the event of multiple embryo flushes, the Mare owner must execute separate contracts for each embryo transfer. If embryo transfer results in multiple pregnancies, then the Mare Owner must pay the stallion service free for EACH pregnancy.
4. **Live Foal/Live Color Guarantee:** See General Breeding Contract.
5. **Certifications and Substitutions:** Wind Swept Acres Farm will issue a cooled semen service certification on the request of the Mare Owner at any time after the Mare has been checked in foal and all charges have been paid in full. The Mare Owner may not assign this breeding contract or substitute any other mare for the Mare, without prior written approval by Karena Cymbaluk. Any attempted assignment or substitution without prior written consent of Karena Cymbaluk and Wind Swept Acres Farm will terminate this Agreement and release the Stallion Owners and Wind Swept Acres Farm from all obligations hereunder.
6. **Warranty:** No warranty or guarantee, express or implied is given with respect to the cooled semen. No guarantee of delivery within a certain time period or that the cooled semen will safely reach the insemination point without losing integrity, quality or characteristics is given.
7. **Miscellaneous:** Should the stallion die or become unfit for breeding, Mare Owner's sole recourse will be for the breeding fee, minus the booking fee. This contract is non-transferable. This contract is entered into in the State of Minnesota, and will be interpreted and enforced under the laws of that state.

Approved:



Karena Cymbaluk – Stallion Owner/Manager  
15688 260<sup>th</sup> St SW – Crookston, MN 56716  
218.289.0720

Mare Owner: (signature)

I, \_\_\_\_\_  
have read and agree to the conditions outlined in the  
breeding contact and cooled shipped semen contract.