

**Prima Equestrian**

16979 Ninth Line

Mount Albert, Ont., L0G 1M0

Office: 1-905-473-7433, Cell: 1-647-385-2672

Fax: 1-905-473-2672

Email: sales@primaequestrian.com

[www.primaequestrian.com](http://www.primaequestrian.com)[www.facebook.com/PrimaEquestrian](https://www.facebook.com/PrimaEquestrian)**Frozen Semen Live Foal Guarantee Breeding Contract (upgrade from dose)**

(VDL Frozen)

This contract is made this \_\_\_\_\_ day/month of 2021 by and between Prima Equestrian and Buyer

**BUYER:**

Name: \_\_\_\_\_ "Buyer"

Business: \_\_\_\_\_

Street: \_\_\_\_\_

Town: \_\_\_\_\_

Prov: \_\_\_\_\_ Post Code: \_\_\_\_\_

Country: \_\_\_\_\_

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

Fax: \_\_\_\_\_

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

**Semen to be shipped to (if other than Buyer):**

Contact Name: \_\_\_\_\_

Business: \_\_\_\_\_

Street: \_\_\_\_\_

Town: \_\_\_\_\_

Prov: \_\_\_\_\_ Post Code: \_\_\_\_\_

Country: \_\_\_\_\_

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

Fax: \_\_\_\_\_

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

for breeding to VDL Stallion: \_\_\_\_\_ for the 2021/2 Breeding Season ("Present Breeding Season") as specified in this contract. This contract is subject to the following terms and conditions:

**MARE:** (One Mare per contract only)**Please complete thoroughly.** The following is the information on the Mare to be bred:

Mare's Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Studbook/Registry of the Mare: \_\_\_\_\_ (ie: KWPN-NA, SWANA, AHHA, AHS, CSHA, CWHBA, Westfalen, Rhineland, AWS, AWR, ISR, GOV, RPSI, BWP, Jockey Club etc.)

Studbook/Registry the foal will be registered: \_\_\_\_\_ (KWPN-NA, AHS, RPSI, BWP, ISR Oldenburg, GOV Oldenburg, CSHA, CWHBA, Westfalen, SWANA, AWS or AWR) **\*\*Registries other than the KWPN-NA in America may require a one-time license fee, which is the responsibility of the breeder to pay. VDL does not activate all their stallions in every registry that they are approved\*\******A copy of the mare's registration papers is due with this contract.***



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All fees must be paid prior to any semen being shipped. Fees can be paid through eTransfer to [roy@primaequestrian.com](mailto:roy@primaequestrian.com), online through the website using Paypal ([www.primaequestrian.com](http://www.primaequestrian.com)), or directly through the PayPal site ([www.paypal.com](http://www.paypal.com), account: [mbartlett@equine-systems.com](mailto:mbartlett@equine-systems.com)) Please note, different pricing applies to PayPal purchases. Payment can also be made through cheque.

Stallion: \_\_\_\_\_  
(See price list on frozen semen page at [www.primaequestrian.com](http://www.primaequestrian.com))

Frozen Semen Stud Fee: \$ \_\_\_\_\_

**\*\*NOTE\*\*** The import fee for the 1<sup>st</sup> shipment of 2 doses is included in the stud fee. There is a \$125 import fee for the subsequent shipment of 1 dose.

**US Shipments: US Customers do not require an import permit.**

Total Enclosed: \$ \_\_\_\_\_ Check #: \_\_\_\_\_

Federal Express Account #: \_\_\_\_\_

**Conditions:**

1. This contract covers the purchase of an upgrade from a VDL Stud Dose Contract to VDL Stud frozen semen LFG breeding contract. Each dose will contain the correct amount of straws required for one insemination. The number of straws is determined in Holland after each collection. The number of straws required is provided to you when your frozen semen is shipped to you. The frozen semen has been tested in Holland and is EVA negative.
2. All semen remains the property of VDL Stud. Selling of any unused semen is forbidden, the customer agrees to pay VDL Stud an additional stud fee for every used or unused straw not returned to Prima Equestrian within the timelines laid out in this agreement.
3. No frozen semen will be shipped until all fees are paid in full. You will need to arrange for liquid nitrogen storage for your semen when it arrives. You must transfer the semen immediately from the Dry Shipper into a Liquid Nitrogen Storage Tank. Failure to transfer the semen within 24 hours of receipt will void this contract and may have jeopardized the integrity and quality of the frozen semen.
4. Frozen semen will be shipped in a Liquid Nitrogen "Dry Shipper" at the Buyers shipping expense. The shipment should be planned at a minimum of 2 weeks prior to when the buyer plans to breed their mare to ensure the semen is available when required. Customers may provide their own dry shipper which must be fully charged with liquid nitrogen when sent to us or use the rental company provided by Prima Equestrian.
5. Prima Equestrian and VDL Stud are not responsible for the frozen semen once it has been shipped. Insurance is required on each shipment for the container and the frozen semen with Federal Express. Once the semen arrives, it should be checked and transferred to storage immediately. The tank should be frosty when opened. A report of



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a damaged shipment must be filed by the Buyer within 24 hours or insurance is not valid. It is the responsibility of the Buyer to file this report.

6. The shipment is sealed with a plastic tie wrap. The Buyer should ensure that this tie wrap has not been broken and that the Dry Shipper is frosty when first opened to transfer the frozen semen. Frozen semen should not be held out of the tank for more than 8 seconds or the semen will be damaged. If the shipment did not arrive sealed and cold, a claim should be made by the Buyer to Federal Express promptly within 24 hours. Prima Equestrian and VDL Stud are not responsible for frozen semen that has been mishandled.
7. You will receive 2 breeding doses of the VDL Stallion frozen semen in the first shipment for use over 2 separate breeding cycles.
8. All used straws must be placed in an envelope and mailed back to Prima Equestrian the first working day after each insemination along with a copy of the Insemination Report supplied with the semen which should be completed and signed by your veterinarian at the time of insemination.
9. The splitting of doses or straws is strictly forbidden the price paid for this contract is for a single live foal.
10. If you are planning to use embryo transfer or ICSI (intracytoplasmic sperm injection) process you must inform Prima Equestrian immediately. By signing this contract you agree to pay an additional fee equal to the original breeding fee for each additional live foal from the semen provided. If you freeze embryo's a breeding fee must be paid for each embryo that is collected and frozen.
11. If your mare is bred using a partial dose (e.g. deep horn method using less than the full dose provided) and becomes pregnant, all remaining straws must be returned to Prima Equestrian. If you would like to keep the straws you must purchase an additional breeding contract.
12. If your mare becomes pregnant with 1 breeding dose you must arrange to return the extra dose or purchase an additional breeding contract.
13. Your mare must be inseminated using one full dose of frozen semen within 4-6 hours post ovulation. Do not breed using frozen semen if you suspect the mare has ovulated more than 6 hours earlier. Post ovulation ensures that you will not require more than 1 dose per heat cycle. The use of an AI "Gun" is highly recommended to get maximum use of all the semen in the straw.
14. A copy of the pregnancy check report must be completed by your veterinarian and sent to Prima Equestrian the first working day after the initial pregnancy check and any follow up pregnancy check up to day 45.
15. If all conditions detailed in this contract have been met and you do not have a confirmed pregnancy after the second breeding cycle you can request a second and final shipment of 1 dose.
16. You may receive up to a maximum of 3 doses for breeding under this upgrade contract. After the 3 doses have been used with no pregnancy, you may use the backup fresh semen option.
17. A mare may be substituted only with a veterinarian's letter stating the mare is unbreedable and/or the approval of Prima Equestrian or VDL Stud.

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18. Prima Equestrian and VDL Stud agree that if the stud fee is paid, and should said mare subsequently, as a result of this breeding not give birth to a foal that stands and nurses, the remaining unused doses from the 3 dose maximum shall be carried forward for a second breeding season. A breeding season is the same as the current calendar year.
19. Once the mare delivers a foal that stands and nurses after the first breeding season or the 3 doses allowed in this contract have been used or the second breeding season has ended, this contract has been fulfilled in its entirety by Prima Equestrian and VDL Stud. Prima Equestrian should be notified once your foal is born. Prima Equestrian appreciates pictures and/or video with the permission to share on social media

Prima Equestrian suggests that you have your veterinarian perform a breeding soundness exam on your mare before you decide to breed. A culture and biopsy should be done prior to breeding to ensure that the mare is clean and in good condition for breeding. This may reduce your veterinarian and semen costs, your breeding veterinarian can advise you in this matter. You should contact Prima Equestrian to ensure that your VDL Stallion of choice is available. If the stallion named in this contract becomes unavailable during the life of this contract an alternate stallion of equivalent or less stud fee may be substituted at the buyers request for the remaining shipments or switch to the fresh semen live foal guarantee contract with the VDL stallions standing in the US.

**Backup Options:**

If the Mare identified in this contract has been inseminated using 3 doses or over 2 breeding seasons, whichever comes first, with no pregnancy, you may switch to fresh semen. Contact Prima Equestrian for details on the backup option.

**FEES:**

- Stud Fee: Payment can be made by cheque, certified cheque, money order or Paypal via our website: Prima Equestrian. Cheques should be made payable to Prima Equestrian.
- Import Fee: \$125 plus HST where applicable per 1 dose shipment payable to Prima Equestrian for the second shipment after the initial 2 doses. This fee covers importing the semen, storage at our facility until shipped to you.
- Shipping Fee: Buyer is responsible for all shipping charges and must provide Prima Equestrian with their FedEx or courier account number.

**ASSIGNMENT:**

This Contract may not be transferred.

**Law**

The terms of this Agreement shall be governed by the laws of The Netherlands and the Province of Ontario, Canada.

**Breach**

Either party may nullify this Agreement if the other party breaches a material term of this Agreement. The wronged party may recover reasonable attorney's fees and court costs. Executed this \_\_\_\_\_ day/month of 2021.

\_\_\_\_\_  
Prima Equestrian "Seller"

\_\_\_\_\_  
"Buyer"