

2025 Frozen Semen Contract

Segreto 66

(Secret X Schiila B-Stedinger x DeNiro) DOB 2/16/2018

Life Approved: Hanoverian Verband, American Hanoverian Society, Rhineland, Westfalen NA, Oldenberg NA Licensed: GOV

This **Frozen Semen** Sales Agreement (the "Agreement") is entered into as of (Date)

_____ by and between **Tyler Equine LLC**, 2442 Muir Circle Wellington, FL 33414,

and the breeder Name: _____ listed below ("Breeder").

1. Breeding will be done by using the **frozen semen** supplied by Tyler Equine, LLC.
 1. The price of *each dose* of the frozen semen is set forth in Schedule 1 hereto, payment for which shall be fully received by Tyler Equine before the semen dose(s) are released to Mare Owner or the agent of Mare Owner.
 2. Tyler Equine LLC. agrees to provide to the Breeder one dose of frozen semen from the Stallion (the "Semen") for \$650.00 (Six-Hundred and Fifty Dollars) per dose, payable in U.S. Dollars. This breeding agreement allows the Breeder to produce one foal.
 3. Before the semen dose(s) are delivered Owner will provide a completed copy of the Mare Information Form, attached hereto as Schedule 2. These documents must accompany this Agreement in order to receive a breeding certificate at the end of the season.
 4. Mare owner understands that the mare should be examined by a licensed veterinarian at 45 days and again at 60 days after the last day bred using the frozen semen provided hereunder. Mare owner must then notify Tyler Equine of pregnancy status at that time.
2. **Veterinary Verification Form.** Mare owner must **RETURN** the "Veterinary Verification Form," attached hereto as Schedule 3 to Tyler Equine in order to receive a breeding certificate.
3. **There is NO live foal guarantee.** There shall be no refund of the Purchase Price. Buyer assumes all risk associated with breeding.

Initials: Mare Owner _____

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4. **Shipping & Handling:** WellGrove Equine, on behalf of Tyler Equine is responsible for shipping the frozen semen and Mare Owner shall complete the **Fax/ Email Request for Semen Shipment, attached hereto as Schedule 4, and return directly to WellGrove via email at support@wellgroveequine.com.**
- a) Each frozen semen shipment requires liquid nitrogen to prepare semen container and transfer semen. **Owner shall pay WellGrove liquid nitrogen/handling fee determined by WellGrove, for each shipment to prepare the container** and agrees to add this amount to the fees for the semen.
 - b) A return label will be provided with the semen shipment. Please return the dry shipper within 48 hours. Mare Owners account will be charged costs as determined by WellGrove for each day the shipper is delayed after five days. If the shipper is damaged or not returned within 2 weeks, Mare Owner will be charged a fee determined by WellGrove Equine for the replacement of the dry shipper.
 - c) WellGrove Equine, on behalf of Tyler Equine, shall ship frozen semen from the stallion in viable condition when it leaves WellGrove Equine to the Owner at the shipping destination supplied by the Owner. Tyler Equine and WellGrove hold no responsibility for shipping errors, misrouting, or mistreatment of shipper by shipping company, which might result in damages to frozen semen.
5. **Hold Harmless.** Mare Owner assumes all responsibility for the care, custody, control, and condition of their mare throughout the insemination, breeding, pregnancy, foaling and suckling period, including all veterinary and other additional costs of inseminating, and breeding the mare. Mare Owner further assumes all risk or damage to their mare and to any resulting foal, whether by death, disease, injury, infection or otherwise. Mare owner expressly agrees to waive any claims against, indemnify, release and hold harmless Tyler Equine, its owners, members, managers, officers, directors, representatives, agents, assigns, and employees from any claims, demands, damages, actions, suits, attorney's fees and costs, obligations or liabilities of any kind that are in any way related to the mare or to the breeding or insemination of the mare.

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- 6. Liquidated Damages.** Pursuant to F.S. § 672.719, the sole, exclusive remedy of the Mare Owner against Tyler Equine, in case of any default by Tyler Equine under this Agreement, or in case of any damage or injury to the mare, or to the Mare Owner arising out of the default, nonperformance purposeful wrong, or negligence of Tyler Equine, or in the case of any third party claim against Mare Owner arising out of the performance of this Agreement, shall be the amount of payment to Mare Owner by Tyler Equine of the purchase price of the relevant semen dose(s) as specified in Schedule 1 of this Agreement. Mare Owner hereby waives any further entitlement to or claim for any further consequential, actual, punitive damages, for attorney's fees or costs from Tyler Equine, and Mare Owner further waives any claim for equitable relief against Tyler Equine arising in any way out of the purchase, sale, possession or use of the semen purchased under this Agreement.
- 7. Disclaimer of Warranties.** EXCEPT AS TO VIABLE CONDITION OF THE SEMEN WHEN DELIVERED TO THE SHIPPER, TYLER EQUINE EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, FREEDOM FROM LATENT OR PATENT DEFECTS, AND TYLER EQUINE FURTHER EXPRESSLY DISCLAIMS AND EXCLUDES WITHOUT LIMITATION ALL OTHER EXPRESS AND IMPLIED WARRANTIES. THE SEMEN IS BEING SOLD "AS IS" WITH NO OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND.
- 8. Mare Owner's Representations; Non-Reliance.** Mare Owner represents and acknowledges that prior to the purchase of the frozen semen specified in this Agreement, Mare Owner has enjoyed the adequate opportunity to select and inspect the health records and competition records (if any) of the Stallion; Mare Owner acknowledges that Mare Owner is not relying on anything said or provided by Tyler Equine related to the Stallion, and Mare Owner further states that Mare Owner is solely relying upon Mare Owner's own independent investigation and analysis of the Stallion from which the frozen semen has been collected.

Initials: Mare Owner _____

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IN WITNESS WHEREOF, Tyler Equine, LLC and Mare Owner have executed and delivered this Agreement in Palm Beach County, Florida as of the date of last signature hereto.

TYLER EQUINE, LLC

_____, *(print name)*

_____, *(signature)*

_____, *(date)*

MARE OWNER, LLC, INC.

_____, *(print name)*

_____, *(signature)*

_____, *(date)*

Initials: Mare Owner _____

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STALLION FROZEN SEMEN BREEDING AGREEMENT CHECKLIST

1. Read and execute Stallion Service Agreement; Complete and execute Schedule 1, Acknowledgement, and Schedule 2, Mare Information Sheet, and email to info@segreto66.com or mail to Tyler Equine, LLC 2442 Muir Circle, Wellington, FL 33414.
2. Submit breeding fee via check, bank transfer, Zelle, Venmo, or credit card. Contact Stallion Manager at info@segreto66.com or 561.351.2497.
3. Complete and return Schedule 4 to WellGrove Equine at support@wellgroveequine.com.
4. Contact Wellgrove Equine **before 4:00 pm the day before shipment is required** to order semen.
5. Once the mare is confirmed in foal at 60-65 days post ovulation, submit Schedule 3 A and Schedule 3 B, Veterinarian/Inseminator Verification Forms, via email to info@segreto66.com or mail to Tyler Equine, LLC 2442 Muir Circle, Wellington, FL 33414. A breeding certificate will not be issued without a completed Veterinarian Verification Form.

Initials: Mare Owner _____

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Schedule 1 – Acknowledgement and Billing Information

Single Dose \$ 650.00 (No Live Foal Guarantee)

Total Due (U.S.) \$ 650.00

Mare Owner Billing Information:

Name: _____

Address: _____ City: _____

State: _____ Zip: _____ Telephone: _____

Cell#: _____

Email: _____

Payment Preferences:

Zelle: Yes _____ or No _____

Venmo: Yes _____ or No _____

Credit Card: Yes _____ or No _____

Check: Yes _____ or No _____

Wire: Yes _____ or No _____

Please scan, fax, or email this form back to: info@segreto66.com If not submitting payment via email, please mail the check and Agreements to: Tyler Equine, LLC, 2442 Muir Circle, Wellington, FL 3341

Initials: Mare Owner _____

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Schedule 2 - MARE INFORMATION SHEET

Mare Information Registered Name: _____
Alias: _____ Breed: _____
Registration #: _____ DOB: _____
Height: _____ Color: _____ Sire: _____
Dam: _____
Dam's sire: _____
Breeder Name: _____

Owner Information
Name: _____ Farm Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number(s) Cell: _____ Home: _____ Fax: _____
E-Mail: _____

Breeding History
Mare's current reproductive status: Maiden _____ Barren _____ In Foal _____ Number of pregnancies: _____ Live Births: _____ Early fetal loss(es): _____ Have you ever bred with shipped semen before? <u>Yes/No</u> Fresh Semen _____ Frozen Semen _____ Date of last uterine culture and cytology: _____ Results _____ ; Biopsy: _____ Results _____
Veterinarian Information
Veterinarian Name: _____ D.V.M. State of: _____ License Number: _____ Phone: _____ Email: _____
Address: _____
City: _____ State: _____ Zip: _____ Will this breeding be used for embryo transfer? _____
Inseminator (Person handling breeding)
Name: _____ Phone: _____ Email: _____
Address: _____
City: _____ State: _____ Zip: _____ Will this breeding be used for embryo transfer? _____

This form and information provided is a material part of the Stallion Segreto 66 Service Agreement with Tyler Equine and must be returned via email info@segreto66.com or mailed to: Tyler Equine at 2442 Muir Circle, Wellington, FL 33414, as part of Mare Owner's performance of that Agreement in order to receive a Breeding Certificate for Mare's foal. Please review your answers for accuracy. "The information provided herein is true and accurate."

Mare Owner Signature: _____ Date: _____

Initials: Mare Owner _____

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Schedule 3 - INSEMINATION VERIFICATION FORM

The person responsible for insemination and verification is required to complete this form with all dates and information.

1. That in the times and dates stated herein, I, Inseminator _____ and/or Licensed Veterinarian _____, artificially inseminated the

Registered Name of Mare: _____ Color: _____
Breed: _____
Mare's Breed Registration
No. _____
Date of Birth: _____
Markings: _____

Please attach a confirmation photograph of the mare with this verification form.

Initials: _____

With the semen of the stallion Segreto 66 and said inseminations were carried out in accordance with standard veterinary practices as follows:

Insemination Month: _____ Date: _____ Year: 202__

Signature

Insemination Month: _____ Date: _____ Year: 202__

Signature

Insemination Month: _____ Date: _____ Year: 202__

Signature

2. That after careful inspection, the mare inseminated is the mare described in the mare description box. Said inspection consisted of my comparing the written description of the mare with the mare I inseminated and found that the mare corresponds in every detail to said description.

3. That no other mare was inseminated with the stallion semen designated for this mare and that any excess thereto was promptly destroyed.

4. I will indemnify and hold harmless Tyler Equine from any claims arising from the negligent improper or ineffective insemination by me.

Initials: Mare Owner _____

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I hereby examined the mare described on this document throughout the beginning of her pregnancy and finally, 60-65 days after last day bred and found her to be:

In foal ___ Not in Foal ___ Date: _____

_____ Signature

In foal ___ Not in Foal ___ Date: _____

_____ Signature

In foal ___ Not in Foal ___ Date: _____

_____ Signature

Witness my hand and seal executed this _____ month and _____ date of 202__ year under pains and penalties of perjury.

Veterinarian Name: _____, D.V.M.

State of _____ License No. _____

Veterinarian Signature: _____

Name of Inseminator: _____

Signature of Inseminator: _____

This record must be RETURNED to Tyler Equine, info@segreto66.com when the mare is examined at 60-65 days after the last bred date.

We wish you all the success in breeding your future champion!

Progressive Steps Dressage Center



Initials: Mare Owner _____

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