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Equine Breeding Agreement

This Equine Breeding Agreement (the “Agreement”) is entered into as of _____ by and between Scandia Holdings, a Reno, NV corporation with its principal place of business at 8975 Double Diamond Pkwy Ste A7, Reno, NV Scandia Holdings and the breeder identified below (the “Breeder”) for the purpose of breeding the Stallion identified below (the “Stallion”) to the Breeder’s mare identified below (the “Mare”), with the goal of producing one Live Foal, defined as a foal that stands, nurses, and survives the first 48 hours after birth.

1. BREEDER:

BREEDER INFORMATION		
Breeder’s Name:		
Address:		
Phone:	(home)	(cell)
	(work)	(fax)
Email:		

2. STALLION.

STALLION INFORMATION (the “Stallion”)	
Stallion’s Name:	Vitalis / 103RK98
Breed/Identification Number:	Westphalian / 528003000700956

(a) The Mare Owner shall have no right, title or interest in the Stallion except for the breeding rights expressly set forth in this Agreement. All breeding under this agreement is to be by artificial insemination with frozen semen from the Stallion.

(b) Frozen semen may be shipped year-round.

(c) In the event that you wish to change stallions, you may elect cooled semen from another Scandia-owned stallion of your choice. The Breeder’s selection of a replacement stallion is subject to availability. If and only if the Stallion becomes unavailable prior to the first shipment of semen to the Mare, the Breeder may alternatively elect to receive a refund in full of the Breeding Fees. After the first shipment of semen, there will be no refund of Breeding Fees. After the first shipment of semen under this Agreement, failure by the Breeder to choose an alternate Scandia-owned stallion shall not extend the Breeder’s rights under this Agreement or entitle the Breeder to any refund or compensation.



3. MARE.

MARE INFORMATION (the "Mare")								
Mare's Registered Name:					Mare's Barn Name:			
WILL THIS BE AN EMBRYO TRANSFER BREEDING?					Yes		No	
Age:		Height:		Breed:		Registration #:		
A COPY OF YOUR MARE'S REGISTRATION PAPERS MUST BE ATTACHED.								
Registries Mare is Approved for Breeding with:								
Preferred Registry for Your Foal:								
Planned Month of Breeding:								
Mare's Breeding Status:	Maiden:		Foaled/Foaling:		Open:		Barren:	
Mare's Breeding History: <i>Years Bred; Foals Produced; Any Health Concerns</i>								

(a) A Breeding Soundness Exam prior to breeding, including a uterine culture and cytology, is recommended for all mares. We expect you to follow your veterinarian's recommendations. If a mare fails to settle after two breeding cycles, the Breeder will be required to submit culture and cytology results to Scandia prior to any additional shipments of semen.

(b) The Breeder may substitute a new mare that is owned or leased by the Breeder if the above Mare is no longer suitable for breeding. Complete information on the new mare must be supplied to Scandia prior to requesting semen and Scandia must approve of and consent to the substitution. The substitution of a replacement Mare does not extend the original terms for the Agreement.

4. EMBRYO TRANSFERS. (a) Scandia must be notified at the execution of this Agreement if the Breeder intends to use Embryo Transfer as a means of producing a foal from this breeding. The Mare bred to the Stallion as defined in the Agreement is the "Donor Mare." The surrogate mare that carries the foal after transfer of the embryo is referred to as the "Recipient Mare." It is the responsibility of the Breeder to arrange for the Recipient Mare or Mares and the Breeder bears all costs, responsibility, and risk associated with them.

(b) In the case that multiple embryos are recovered from the Donor Mare, the additional embryos may be transferred to multiple Recipient Mares at the Breeder's discretion. The Breeder must notify Scandia of any additional pregnancies not later than 18 days post implantation. An additional Breeding Fee of 50% of the Breeding Fee as set out in the Agreement will be due for each additional Live Foal resulting from the transfer of multiple embryos from the same breeding. The additional Breeding Fee for each additional Live Foal is due not later than one week after the birth of each additional foal.

(c) Permission to transfer multiple embryos from one breeding of the Donor Mare does not in any way imply the right to breed any mare other than the identified Donor Mare to the Stallion with semen shipped pursuant to this Agreement, or to re-breed the Donor Mare with semen shipped pursuant to the Agreement while there is at least one viable pregnancy or if a Live Foal has been produced. If the Breeder wants to rebreed the Donor Mare to achieve additional pregnancies while there is a successful surrogate pregnancy in progress, a new Breeding Agreement must be executed.



5. FEES.

2013 Breeding Fee:	\$2,000 (\$300 booking fee + \$1,700 service fee)
Available Discounts <i>check if eligible:</i> Maximum of 4 discounts per contract.	<input type="checkbox"/> <input type="checkbox"/> 10% EMC/Premium/ Ster <input type="checkbox"/> <i>OR</i> <input type="checkbox"/> 15% Elite/ Keur discount <input type="checkbox"/> 10% Exceptional Producer discount (3 or more Premium/Site Champion offspring, or 1 or more National Champion offspring or International level competitors) <input type="checkbox"/> 10% Performance Mare discount (PSG dressage, level 6 jumpers, Intermediate eventing, or 3'6" hunters) <input type="checkbox"/> 10% Multiple Mare discount (must be booked at the same time) <input type="checkbox"/> 10% Return Breeder discount <input type="checkbox"/> 10% Early Booking discount (prior to December 31 st , 2012)
Total Breeding Fee Due: Breeding Fee minus any discounts for which the Breeder is eligible	

(a) Payment of Fees. The Booking Fee (\$300) is due upon execution of this Agreement. The remaining Service Fee can be paid at the same time as the Booking Fee or any time prior to the first shipment of semen.

PAYMENT	
The Breeding Fee may be paid by check	
Please initial	_____ I am enclosing payment for my Breeding Fee by check. Make all checks payable to "Milsti Ranch".



6. **SEMEN SHIPMENT AND ADMINISTRATION.** (a) Upon payment of the Breeding Fee the Breeder is entitled to shipments of semen from the Stallion during Scandia's 2013 breeding season until the Mare conceives and sustains a pregnancy. Should the Mare fail to produce a Live Foal as a result of breeding during the 2013 season, the Breeder may receive shipments of semen from the Stallion during the 2014 breeding season pursuant to the terms of the Right of Return set out in Section 9, below.

(b) In order for Scandia to issue a breeding certificate for the breeding contemplated under this Agreement, and for the Right of Return to be valid, the Mare must be bred by a licensed veterinarian or a breeding technician approved by Scandia. The same person must sign the Mare Breeding Passport. Cooled semen may not be frozen for future use, and semen provided under this Agreement may not be used to breed any mare other than the Mare identified in this Agreement or to re-breed the Mare once a Live Foal has been produced or a Recipient Mare is confirmed in foal under this Agreement. The Mare Owner assumes the risk of missed breeding opportunities due to problems with timing of the Mare's ovulation, the Mare's fertility, shipping or handling of the semen.

(c) If frozen semen is utilized and unused doses remain after the mare is confirmed to be in foal 60-days post ovulation, all unused frozen semen must be returned to Scandia at the expense of the Breeder.

(d) Semen is available Monday through Friday. Please keep Scandia notified as the Mare enters her breeding cycle. Semen is shipped overnight via Federal Express.

(e) Requests for semen must be made by 9PM Eastern Time of the day preceding collection and shipment or pick-up, with the exception of Sunday collection requests which must be made by 5PM Eastern Time on Saturday. ALL requests for semen shipments must be made via TELEPHONE. Late notifications will be accommodated if possible, but there will be an additional late fee assessed by SBS.

SHIPMENT DESTINATION INFORMATION		
Attention:		
Address:		
Special Delivery Instructions:		
Phone:	(home)	(cell)
	(work)	(fax)
Email:		
Preferred Airport for Shipping if Same-Day Shipment Needed:		

VETERINARY INFORMATION		
Vet's Name:		
Clinic Name:		
Address:		
Phone:	(work)	(cell)
	(fax)	
Email:		



7. PREGNANCY CHECKS. The Mare Owner agrees to submit to Scandia confirmation of the mare's pregnancy at 14-16 days post-ovulation and at 55-60 days post ovulation. Scandia recommends additional pregnancy checks at 28 days post-ovulation and between 35-40 days post-ovulation. The completed Mare Passport must be received by Scandia not later than September 15th. If pregnancy checks are still pending at that time, the Mare Passport should be returned and written confirmation of additional checks should be sent following each pregnancy check that occurs after September 15th.

8. BREEDING CERTIFICATE. Upon written confirmation of pregnancy at 60 days, Scandia Holdings will issue a Breeding Certificate for the appropriate breed registry. In the case of Embryo Transfers, no Breeding Certificate will be issued for additional pregnancies until any additional Breeding Fees due have been received by Scandia.

9. RIGHT OF RETURN. (a) The Breeder may breed the Mare under this Agreement during a second consecutive season under the following conditions: (a) a Mare Breeding Passport signed by a licensed veterinarian is received by Scandia not later than September 15th in the first season under this Agreement, certifying that the Mare has not become pregnant during the first breeding season; or (b) the Mare fails to produce a Live Foal, Scandia is verbally notified within 72 hours of the foal's death, miscarriage or discovery of reabsorption, and such verbal notification is followed within ten (10) days by a signed written statement from a licensed veterinarian stating the details of the loss of the pregnancy or foal. If such notification is not received within the period required, the Right of Return provided herein becomes null and void. Distribution Fees for the return season will be at the rates in effect during that subsequent season.

(b) In the case of Embryo Transfers, the Right of Return shall apply only if there is no Live Foal produced from any implanted embryos. Loss of additional foals from multiple implanted embryos does not entitle the Breeder to the Right of Return if there is at least one Live Foal produced under the Agreement.

10. TERM AND TERMINATION. This Agreement shall continue until both parties have met their obligations hereunder. The last date for Scandia to provide semen for breeding under this Agreement is August 29, 2014 for cooled semen and December 31, 2014 for frozen semen.

11. ASSUMPTION OF RISK, WAIVER OF CLAIMS, INDEMNIFICATION. The Breeder assumes all responsibility for the care, custody, control and condition of the Mare throughout the breeding, pregnancy, foaling and suckling period, including all veterinary and other additional costs of breeding the Mare, and assumes all risk of loss or damage to the Mare and to any resulting foal, whether by death, disease, injury, infection or otherwise. The Breeder acknowledges that breeding provides heightened physical risk to a mare and agrees to waive any claims against, indemnify, release and hold harmless Scandia Holdings, their directors, agents, employees and assigns, from any and all 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.

12. GENERAL TERMS. Scandia's waiver of any breach or failure to insist on complete performance of any term under this Agreement is not to be construed as a general waiver as to the other terms or as to ongoing waiver of the same term of this Agreement, and will not impair Scandia's future right to enforce its rights hereunder. The Breeder may not assign this Agreement or any interest in this Agreement without the prior written consent of Scandia. This Agreement constitutes the entire agreement between the parties with regard to the subject matter addressed herein, and there are no other understandings, representations, warranties or agreements, oral or written. This Agreement may not be changed, modified or amended in whole or in part, except in writing, signed by both parties. This Agreement shall be governed by and construed under the laws of the State of Nevada without regard to conflict of law principles, and the courts of the State of Nevada shall have exclusive jurisdiction over any disputes arising hereunder, except that the parties agree first to try to settle any disputes arising hereunder through mediation using a neutral mediator familiar with both the applicable law and the customs and practices of the sport horse breeding industry.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have entered into this Agreement on the date first written above.

SCANDIA HOLDINGS

BREEDER

By: _____
Its Breeding Manager, as duly authorized

By: _____

