



Opening Bell Sporthorses LLC  
Valerie Kalderon, Owner  
13885 N US Highway 27  
Ocala, FL 34482  
(646) 642-6003

## 2024 Frozen Breeding Contract

The following agreement is made by and between Opening Bell Sporthorses LLC, herein referred to as “Stallion Owner,” and \_\_\_\_\_, herein referred to as “Mare Owner.” The Stallion Owner agrees to breed the mare \_\_\_\_\_, herein referred to as “Mare,” to Emerald Silver, herein referred to as “Stallion,” during the 2024 breeding season using frozen semen supplied by Equine Medical Center of Ocala herein referred to as “Clinic.”

### **Mare Information**

Registered Name: \_\_\_\_\_  
Breed Registry and Registration Number: \_\_\_\_\_  
Barn Name: \_\_\_\_\_

### **Terms & Conditions**

1. The Mare Owner must provide a copy of the Mare’s registration certificate, pedigree, and a conformation photo in order for the contract to be valid.
2. This contract is non-transferable/non-assignable. If the Mare Owner wishes to substitute a mare other than the Mare that was originally assigned to this contract, they must contact the Stallion Owner for approval of the substitution. Furthermore, the Stallion Owner is not obligated to fulfill this contract for any mare other than the Mare assigned to this contract. If the Mare is sold prior to the fulfillment of this contract, the contract does not convey with the Mare unless express written consent is provided by the Stallion Owner, at their discretion, prior to the sale of the Mare.
3. **Dose(s) ordered with this contract cannot be used for intracytoplasmic sperm injection (ICSI).**
4. The breeding fee for 2024 shall be \$1,500 USD and is due at the signing of this contract. Any contract for which the breeding fee has not been paid in full is considered null and void. Semen will not be sent unless the contract is paid in full. Breeding fees paid with a credit card are subject to a 3.5% payment processing fee. Breeding fees are non-refundable.



5. The Veterinary Breeding Management Verification Form MUST be completed and returned within 18 days of semen being shipped. If the Mare Owner or veterinarian fails to submit this form, the Stallion Owner will not be obligated to send a breeding certificate.
6. 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. Mare owner must then notify Stallion Owner of pregnancy status at that time.
7. There is no Live Foal Guarantee (LFG)
8. This agreement is for the production of a single foal. If more than one foal results from the fulfillment of this contract, an additional breeding fee will be due to the stallion owner for each additional foal produced within 30 days of confirmed in utero heartbeat by a veterinarian.
9. This contract does not allow for the cryopreservation of embryos beyond the contracted breeding season.
10. In the event that the Stallion becomes deceased, incapacitated, or otherwise unfit for breeding, the Stallion Owner will refund the breeding fees minus any credit card fees.

## Semen Requests & Shipment

1. The Clinic will provide frozen semen in viable condition, shipped to the address indicated by the Mare Owner within this contract. The Clinic holds no responsibility or liability for lost, delayed, or otherwise mishandled semen shipments that may result in damages/loss of viability to the semen.
2. Frozen semen from the Stallion will be available to be shipped Monday through Friday only. Semen requests must be made by 12:00 PM EST the day prior to collection/shipping by texting (preferred) or calling the Stallion Owner at (646) 642-6003. In the request, please include the Mare's name, Mare Owner, and confirm delivery address and method of delivery. Semen shipments can be confirmed at the time of ordering; otherwise, they must be confirmed or canceled no later than 8:00 AM EST the day of shipment. If the shipment is not confirmed or canceled by that time, it will be assumed that the semen is still needed and the Mare Owner will be charged for the shipment. Late requests will be accommodated when possible, but will be subject to a \$50 Late Request Fee.
3. Semen requests will be honored on a first-come, first-served basis. EMCO does have a limited number of containers. Please plan accordingly and keep the Stallion Owner informed as to when you anticipate needing semen.
4. One dose will be shipped unless multiple doses are requested/paid for.
5. Fees for semen packaging, container rental and shipping are as follows and will be charged to the credit card provided (plus a 3.5% processing fee):



- a. Packaging & container rental: \$300 + Shipping
  - b. Shipping will be charged at cost on credit card provided– select next day or next day priority
  - c. Pick up at EMCO - \$300 (name of individual picking up must be provided)
  - d. Counter to Counter (if available) - \$550
6. Semen shipments will be sent with a prepaid return label included. Owner agrees that the shipping container shall be returned (i.e. received) to Clinic within 5 days of receipt of semen via the same shipping service that delivered the shipment. A return label will be inside the shipping container. **A late fee of \$25.00 per day shall be assessed for each day beyond the 5-day return period for which the shipper is not returned. Should the frozen semen tank be damaged, lost, or not returned within ten (10) business days, the Mare Owner’s credit card will be charged the cost of the tank \$1,000.00.**
7. The availability of frozen semen during the 2024 breeding season shall be February 1st - August 1st. During this period, the Stallion may take limited leave from semen collection for competition. In the event that the Stallion is scheduled to leave for competition, Mare Owners will be notified at least 30 days in advance of the leave.

## General Assumption of Risk

The Mare Owner 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 Mare Owner acknowledges that breeding provides heightened physical risk to a mare and agrees to waive any claims against, indemnify, release and hold harmless Opening Bell Sporthorses LLC and Equine Medical Center of Ocala, 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.

## General Terms

Stallion Owner’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 Stallion Owner’s future right to enforce its rights hereunder.

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 Florida without regard to conflict of law principles, and the courts of the State of Florida 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 below.

Stallion Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Stallion Owner Name: Opening Bell Sporthorses LLC, Valerie Kalderon (owner)

Mare Owner Signature : \_\_\_\_\_ Date: \_\_\_\_\_  
 Mare Owner's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_

Veterinarian or Breeding Manager: \_\_\_\_\_  
 Clinic/Facility Name: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Shipping Address for Semen: \_\_\_\_\_

Location is valid for Saturday delivery? Yes or No  
 If no, please provide Saturday delivery address:  
 \_\_\_\_\_  
 \_\_\_\_\_



Please also include a copy of the Mare’s registration papers, conformation photo, and the Credit Card Authorization with this contract. **Semen will not be shipped without this information on file.**

**A Quickbooks invoice will be sent to the email provided for the Frozen Semen & Packaging. Shipping and any container late fees will be charged on the credit card provided below by EMCO.**

**Credit Card Authorization for Shipping Cost:**

Visa/MasterCard/American Express #:

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Exp. Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Account Holder Name:

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Account Billing Address:

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## 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: \_\_\_\_\_

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? Yes/No

Fresh Semen \_\_\_\_\_ Frozen Semen \_\_\_\_\_

Date of last uterine culture and cytology: \_\_\_\_\_ Results \_\_\_\_\_

Biopsy: \_\_\_\_\_ Results \_\_\_\_\_

### Veterinarian

Veterinarian (handling breeding): \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Will this breeding be used for embryo transfer? \_\_\_\_\_



This form and information provided will become part of your agreement with Opening Bell Sporthorses and must be returned to Stallion Owner in order to receive a breeding certificate for your foal. Please review your answers for accuracy.

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Owner Signature

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Date



## Veterinary Breeding Management Verification Form

I, the undersigned veterinarian, duly licensed by the state of \_\_\_\_\_ do hereby attest that the following occurred: That at the following times and the following days, I artificially inseminated the Mare, “ \_\_\_\_\_ ” with the semen of the stallion Emerald Silver and said inseminations were carried out in accordance with standard veterinary practices.

Further, I hereby certify 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.

Further, I certify that no other mare was inseminated with the Stallion semen designated for this Mare and that any excess thereto was promptly destroyed.

Further, I certify that I will indemnify and hold harmless Opening Bell Sporthorses LLC from any claims arising from the negligent improper or ineffective insemination by me.

Witness my hand and seal executed this \_\_\_\_ day of \_\_\_\_\_ 2024 under pains and penalties of perjury.

1. This form must be signed by the veterinarian on every occasion that the Mare is inseminated.
2. This record must be signed when the Mare is examined by a licensed veterinarian 60-65 days after the last day bred.
3. This record must be **RETURNED** to Stallion Owner when the Mare is examined at 60-65 days after the last bred date.

**Insemination Date**

**Veterinarian Signature**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby examined the Mare described on this documented 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 \_\_\_\_\_ Veterinarian \_\_\_\_\_





In foal \_\_\_ Not in Foal \_\_\_ Date \_\_\_\_\_ Veterinarian \_\_\_\_\_

In foal \_\_\_ Not in Foal \_\_\_ Date \_\_\_\_\_ Veterinarian \_\_\_\_\_

In foal \_\_\_ Not in Foal \_\_\_ Date \_\_\_\_\_ Veterinarian \_\_\_\_\_

In foal \_\_\_ Not in Foal \_\_\_ Date \_\_\_\_\_ Veterinarian \_\_\_\_\_

Mare: _____ Date of Birth: _____
Color: _____
Sire: _____
Dam: _____
Breed & Reg #: _____
Mare Owner Name: _____
Address: _____
_____