LAZY *Lil* DUDE

SELECT IF THIS IS A ___ REBREED

2027 BREEDING CONTRACT

PLEASE SELECT ONE OF THE FOLLOWING OPTIONS

Frozen (full dose)	**ICSI** (single straw)	**Shipped Cooled**	**Hand Mating**
___(US and Europe)	**___(US)**	**___(Israel Only)**	**___(Israel Only)**

This Agreement, made on the date shown by and between: Lazy Lil Dude/Avriel Schwartz (referred to herein as "Stallion Owner") and the undersigned Owner or Lessee of the mare described below ("MARE OWNER")

_____

is made under the following conditions:

The MARE OWNER hereby engages one service to **Lazy Lil Dude ("the Stallion")** for the following Mare for the 2027 breeding season:

_____

NAME OF MARE, REGISTRATION NUMBER and BREED (the "Mare")

1. BREEDING AND BOOKING FEE: The Breeding Fee shall be $1,500 which includes a nonrefundable booking fee of $500.00 payable with this agreement, which reserves a breeding for the above-mentioned mare in the Stallion's book for 2027. Mare Owner agrees to pay the balance and any other fees due before any shipment of semen shall be made. All Stallion Service breedings, Stallion Auction breedings, and Gifted/Donated breedings DO NOT include the $500.00 booking fee to the STALLION and do not include the shipping and collection fees.

2. COLLECTION, SHIPPING & PROCEDURES: STALLION OWNER is not responsible for shipment once it leaves our custody. Semen is available on a first come first serve basis.

Please note the different procedures below depending upon which option you chose to use to breed the mare.

A) HAND MATING: The mare must be brought to JP Stables, Kibbutz Megiddo, Israel, in coordination with Yaakov Pinian, stable owner. Both the stallion and mare will be handled and restrained in a controlled breeding environment. Payment for Hand Mating services will be made directly to JP Stables, while payment for the semen itself is to be made directly to the Stallion Owner. All veterinary fees for hand mating will be covered by the Mare Owner.

B) FROZEN SEMEN SINGLE DOSE: A nonrefundable frozen semen fee of $250.00 will be charged in addition to the breeding/booking fee mentioned above. Frozen semen is available all year. One breeding dose consists of 8 straws of semen, this option may not be used for ICSI. A request for a shipment of frozen semen must be made a minimum of ten (10) days before frozen semen is needed. Shipping will be provided by the Colorado University Equine Reproduction Laboratory. All costs for shipping frozen semen to the mare owner or veterinarian requested location, will be paid by the mare owner to the Colorado University Equine Reproduction Laboratory. Avriel Schwartz and the Colorado University Equine Reproduction Laboratory have the right to deny shipping requests for any reason, including, but not limited to an untimely request. All fees must be paid in full 10 days prior to shipping. An additional dose can be purchased for $500.00 plus cost for shipment. Mare Owner agrees to comply with all breed requirements, as applicable, concerning the use and handling of frozen semen. Any unused semen/straws must be returned to the Colorado University Equine Reproduction Laboratory. The responsibility for conception is on the Mare Owner. A qualified, experienced, and licensed veterinarian competent in the use and handling of frozen semen should perform the insemination. If the above-named mare fails to conceive from one (1) shipment of two (2) breeding doses the "Rebreed Contract" becomes null and void, unless an agreement is made between Stallion Owner and Mare Owner. The Stallion Owner, in their sole discretion, may refuse to ship semen beyond two (2) shipments if they believe the insemination is not proper or the mare is not healthy. **It is the mare owner's responsibility to notify the Stallion Owner of the frozen semen breeding dates prior to AUGUST 30TH of the current breeding year so mare may be included on the breeding report.**

C) ICSI SINGLE STRAW: A nonrefundable frozen semen fee of $250.00 will be charged in addition to the breeding/booking fee mentioned above. Frozen semen is available all year. Mare Owner will be provided with one (1) straw of frozen semen to be used for intracytoplasmic sperm injection ("ICSI"). If more than one viable embryo develops and is implanted into a recipient mare then Mare Owner will owe an additional $1500.00 stud fee for each embryo that reaches 45 days within a recipient

mare. If the embryos are frozen and implanted in a subsequent year then the Mare Owner will owe that year's stud fee for which the embryo is implanted once the embryo reaches 45 days within the recipient mare. It is the Mare Owner's responsibility to notify Stallion Owner of the number of embryos that matured and date implanted or frozen. Mare Owner agrees to comply with all breed requirements, as applicable, concerning the use and handling of frozen semen, embryos, and frozen embryos. A request for a shipment of frozen semen must be made a minimum of ten (10) days before frozen semen is needed. Shipping will be provided by the Colorado University Equine Reproduction Laboratory. All costs for shipping frozen semen to the mare owner or veterinarian requested location, will be paid by the mare owner to the Colorado University Equine Reproduction Laboratory. Avriel Schwartz and the Colorado University Equine Reproduction Laboratory have the right to deny shipping requests for any reason, including, but not limited to an untimely request. If mare fails to produce any viable embryos from the first ICSI procedure then an additional straw can be purchased for $500.00 plus cost for shipment. All fees must be paid in full 10 days prior to shipping. It is the mare owner's responsibility to notify the Stallion Owner of the ICSI dates along with number of embryos produced prior to AUGUST 30TH of the current breeding year so mare may be included on the breeding report.

3. EMBRYO TRANSFERS: Should Mare build, mature and ovulate more than one follicle and more than one embryo is recovered during the embryo transfer flushing procedure, Mare Owner will decide at that time whether to transfer more than one embryo. No breeding certificates for more than one embryo shall be issued by Stallion Owner unless and until (i) a sworn, written statement from the licensed veterinarian who examined and managed the donor mare during the breeding cycle is provided to Stallion Owner and (ii) for each embryo, the Mare Owner shall have paid Stallion Owner a breeding fee of **$1500.00, payable in U.S. funds only.** Should one of the multiple embryos obtained from one flushing procedure be non-viable or die at any time after implantation into the recipient mare, mare owner is allowed live foal guarantee.

4. MARE BREEDING CONDITION: Mare Owner warrants and represents that Mare is in sound breeding condition, free from any infection or disease. In the opinion of the attending veterinarian and in the sole discretion of the attending veterinarian, any mare determined not to be in sound breeding condition shall not be bred to Stallion. Upon that determination, Mare Owner may substitute another mare for breeding to Stallion, subject to all of the terms and conditions of this Breeding Contract.

5. MARE OWNER RESPONSIBILITY: The responsibility for conception is on the Mare Owner. Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of frozen semen. A qualified, experienced and licensed veterinarian competent in the use and handling of frozen semen should perform the insemination. The Stallion Owner, in their sole discretion, may refuse to ship semen beyond two (2) shipments if they believe the insemination is not proper or the mare is not healthy. Mare Owner agrees to use all semen provided by this agreement solely to breed the Mare named in this agreement. Any attempt to use any portion of the semen shipped to the Mare Owner to breed any mare other than the Mare shall automatically terminate all obligations of STALLION OWNER under this agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits, and the right to a Breeder's Certificate.

6. LIVE FOAL GUARANTEE: Mare Owner is guaranteed one live foal per breeding fee once Mare has been certified by Stallion Owner to have settled. A "live foal" shall be defined as a foal that stands and nurses. If Mare should die before foaling, miscarries her foal, or if the foal is stillborn. Mare owner shall be entitled to rebreed or substitute a Mare to Stallion upon payment of an additional $500.00 rebreed fee payable in U.S. funds only to Avriel Schwartz, plus shipping cost for the following breeding season only unless this "Re-Breed" Contract is the second (2nd) attempt at a live foal, then the contract becomes null and void. It is requested that if mare does not have a viable foal, that within one week of Mare miscarrying or producing a non-viable foal, Mare Owner provide Stallion Owner written notification from a licensed veterinarian certifying that Mare has slipped the foal or produced a foal that did not stand and nurse.

7. WAIVER OF LIABILITY, RELEASE, AND HOLD HARMLESS: MARE OWNER HEREBY SPECIFICALLY AGREES THAT STALLION OWNER, AS WELL AS ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, VETERINARIANS, GUESTS (THE "RELEASED PARTIES") SHALL NOT BE LIABLE AND SHALL BE RELEASED AND HELD HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, EXPENSES AND DAMAGES OF ANY NATURE RESULTING FROM OR RELATING TO ANY ESCAPE, ACCIDENT, INJURY, SICKNESS, DISABILITY AND/OR DEATH OF MARE AND/OR FOAL AS WELL AS ANY EXERCISES OF JUDGMENT BY THE RELEASED PARTIES IN CONNECTION WITH THE CUSTODY AND CARE OF THE MARE AND/OR FOAL. MARE OWNER UNDERSTANDS AND SPECIFICALLY REPRESENTS THAT THE PROTECTION FOR MARE OWNER TO COVER ANY POTENTIAL LOSS REGARDING MARE AND/OR A FOAL IS TO OBTAIN INSURANCE FOR SUCH LOSS. MARE OWNER UNDERSTANDS IT IS MARE OWNER'S RESPONSIBILITY AND CHOICE WHETHER TO OBTAIN INSURANCE.

8. LIQUIDATED DAMAGES: As between Mare Owner and any of the Released Parties described in the Waiver of Liability, Release and Hold Harmless provision, should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract, including, but not limited to, a dispute alleging that Stallion Owner has breached the Breeding Contract, the Parties hereby specifically agree that damages, expenses, costs, and fees, including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of $1500.00.

9. SUBSTITUTION: If the Stallion dies, or is sold, or becomes unfit for service prior to settling the mare, then this Agreement shall be terminated. If the Mare dies before being settled, another mare may be substituted only upon the express written consent of the STALLION OWNER.

10. REGISTRATION PAPERS: Mare Owner shall provide Stallion Owner a copy of Mare's registration papers (front only) at the time of the execution of this Breeding Contract. The Owner of record on the registration papers shall be the owner recorded on the Stallion Breeding Report.

11. BREEDER'S CERTIFICATE: A Breeder's Certificate produced by the appropriate association will be issued to the Mare Owner as shown on the Mare Registration Papers, after all fees and expenses have been paid in full and upon notification **to the STALLION OWNER** of the birth of the foal. Breeder's Certificate will be released online.

12. VENUE AND JURISDICTION: All disputes related to this Breeding Contract shall be interpreted in accordance with the laws of the State of Colorado and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts.

13. ADDITIONAL PROVISIONS: The breeding contract shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties. Payments made by credit card will be assessed a 3% bank fee. CREDIT CARD INFORMATION MUST INCLUDE: CARDHOLDER'S NAME, MARE OWNER'S NAME, CARD NUMBER, SECURITY CODE, ZIP CODE WHERE BILL IS SENT. This Breeding Contract constitutes the entire agreement of the Parties concerning the breeding of Mare to Stallion and supersedes all other agreements or understandings between the Parties, whether written or oral. Any modification or purported waiver of any provision of this Breeding Contract shall be binding only if placed in writing and signed by both Parties. The invalidity of any portion of this

Breeding Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of the Breeding Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to expunging the invalid provision.

14. DISCLAIMER: Stallion Owner makes no representations or warranties, express or implied, regarding the delivery of the frozen or cooled semen delivered under this Breeding Contract, and shall not be responsible for delayed, lost or mishandled deliveries.

_____ _____

Signature of MARE OWNER ("MARE OWNER") *Printed name of* MARE OWNER, *Lessee, or Agent*

Accepted this_____day of _____, 20_____. *By*_____
Lazy Lil Dude ("STALLION")

www.LazyLilDude@gmail.com
Breeding Manager (Israel): Yaakov Pinian +972 (0)50 492-1112
Breeding Manager (US): Avriel Schwartz +1 719 371 0736, +972 (0)50 658-0994
Info@lazylildude.com
7903 County Road 12, Cotopaxi, CO 81223

MARE OWNER INFORMATION

Owners Name: _____

Street Address: _____

City/State/Zip Code: _____

Telephone Numbers:_____
(Please include all numbers: home, business, or cell) Email

Address: _____

Mare's Name: _____

AQHA Registration Number: _____

APHA Registration Number:_____

Other: _____Registration Number: _____

Semen Shipment Information: (Some locations DO NOT accept Sat. delivery)

Ship to:_____

Address:_____
(No P.O. Boxes, must be a street address or rural route for FedEx delivery)

City/State/Zip:_____

Contact Name: _____
(Name of veterinarian or other person to receive shipment)

Telephone Numbers:_____
(Please include cell numbers)

Closest Airport with commercial service:_____City_____

State:_____ Person Picking Up:_____

Cell # to Text Tracking Number: _____

Is FedEx A.M. Overnight service available in your area? Please select (____Yes / ____ No

www.LazyLilDude@gmail.com
Breeding Manager (Israel): Yaakov Pinian +972 (0)50 492-1112
Breeding Manager (US): Avriel Schwartz +1 719 371 0736, +972 (0)50 658-0994
Info@lazylildude.com
7903 County Road 12, Cotopaxi, CO 81223