





# Majestic Gaits

Breeding Dutch Warmbloods

Kathy Hickerson

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## Conditions:

1. All agreements here is made between the Buyer and Seller(Majestic Gaits and the owner of the stallion (VDL Stud, Stal van de Sande, Marcel van Bruggen Stud or other stallion owners).
2. All semen remains the property of the Owner. Selling of any unused semen is forbidden. The customer agrees to pay to Majestic Gaits an additional stud fee for every unused dose or straw/pieces not returned to Majestic Gaits. Returning of the unused semen is at the Buyer's expense.
3. Each Contract, LFG (Live Foal Guarantee) or Dose, is for One (1) foal/frozen embryo only. Additional foal(s)/frozen embryos will require an additional LFG stud fee to be paid. ICSI (Intracytoplasmic Sperm Injection) and ET (Embryo Transfer) are only allowed under the LFG contract. ICSI is not allowed for Odin.
4. No frozen semen will be shipped until all fees are paid in full. Buyer 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.
5. Frozen semen will be shipped in a Liquid Nitrogen "Dry Shipper" at the Buyers shipping expense. The use of the Majestic Gaits Dry Shipper is included in the import/handling fee. The shipment should be planned at a minimum of 1 weeks prior to when the buyer plans to breed their mare to ensure the semen is available and on hand when required. We will try to accommodate late requests as possible.
6. Seller is not responsible for the frozen semen once it has been shipped. Fedex insurance is required on each shipment for the container (\$1000) and the frozen semen value. Once the semen arrives, it should be checked & transferred to storage promptly. The shipment is sealed with a plastic tie wrap and tape. The Buyer should ensure that this tie wrap and tape has not been broken and that the dry shipper is frosty when first opened. If the shipment did not arrive sealed and cold, a claim should be made by the Buyer to Federal Express and Majestic Gaits promptly within 24 hours or Fedex will not honor the insurance. It is the responsibility of the Buyer to file this report.
7. Frozen semen should not be held out of the tank for more than 8 seconds or the semen will be damaged. Seller is not responsible for frozen semen that has been mishandled.
8. For LFG, you will receive an initional shipment of 2 breeding doses of frozen semen in the first shipment for use over 2 separate breeding cycles. Recommend insemination within 6 hours of post ovulation. If your mare is not in foal after 2 mare cycles, one additional shipment can be requested (2 doses for VDL Stud/ Majestic Gaits/Stal van de Sande frozen, 1 dose for Odin).
9. Unused straws can be placed in an envelope provided and mailed back to Majestic Gaits the first working day after each insemination along with the Insemination Report (provided with the shipment or available online on the website), filled out and signed by the inseminating veterinarian. A picture of the used straws showing name and collection day with the Report is also acceptable via email or text.
10. A copy of the Frozen Semen Breeding Report supplied with the semen must be completed and signed by your veterinarian and returned to Majestic Gaits by August 15 of the breeding year.
11. The splitting of doses or straws is strictly forbidden.
12. If you use ET or ICSI, you must inform Majestic Gaits immediately. ICSI and ET are only done under the LFG contract and for 1 foal/frozen embryo. ICSI contracts will receive 1 straw which can be cut down to 10 pieces. Unused pieces/straws must be returned after 1 foal/frozen embryo is obtained. Buyer has the option of buying a new LFG contract for unused pieces/straws.



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## Conditions (Continued):

13. If the 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 Majestic Gaits or purchased with an additional contract.

14. If your mare becomes pregnant with 1 breeding dose you must arrange to return the extra dose at Buyer's expense or purchase an additional breeding contract.

15. 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.

16. After the maximum amount of doses available for the contract is used, you have the option of switching to backup fresh LFG to Dante MG for the booking and collection fee.

17. A mare may be substituted with the approval of the Seller.

18. For LFG, the contract is good for 2 years.

19. Majestic Gaits should be notified once your foal is born. Majestic Gaits appreciates pictures and/or video with the permission to share on social media. Once the mare delivers a foal that stands and nurses after the first breeding season or the maximum frozen doses allowed in this contract have been used or the second breeding season has ended, this contract has been fulfilled in its entirety by Majestic Gaits and the owners of the stallion.

20. The Buyer should insure that the Stallion is available with Majestic Gaits. We do our best to keep all available stallions stocked. Should the stallion no longer be available, an alternate stallion of equivalent or less stud fee and owned by the same owner may be substituted with approval by the Seller or the backup fresh option can be used.

21. You are responsible for storage costs for the frozen you receive.

22. The dry shipper must be returned back to Majestic Gaits per the instructions provided with the Dry Shipper. We need the Dry Shipper returned promptly. \$25/day will be charged for Dry Shippers that have not arrived at Majestic Gaits within 7 days of shipping.

23. Majestic Gaits suggest that your veterinarian do a breeding soundness exam on your mare before you decide to breed your mare. A culture and/or biopsy should be done on barren or non maiden mares prior to breeding to insure that the mare is clean and is in good condition for breeding. This will save you money by taking these tests and ultimately reduce your veterinarian and breeding costs. Your breeding veterinarian can advise you the best.

24. This Contract may not be transferred without permission from the Seller. If the mare is sold, contact Majestic Gaits.

25. The terms of this Agreement shall be governed by the laws of the State of Oregon/Majestic Gaits and The Netherlands/Stallion Owner.

26. 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.

By signing this agreement, the Buyer agrees to the above conditions.

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Majestic Gaits, Kathy Hickerson "Seller"

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"Buyer"