

**BREEDING CONTRACT – FALKOR**

**1. DEFINITIONS:**

**STALLION:** “Falkor” – 2021 American Trakehner Association-approved Trakehner Stallion by E.H. Windfall \*Pg\*E\* out of First Flight Romance \*H\*E\* (by Heraldik xx).

**MARE (registered name/age/registry/registration #):**

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**MARE OWNER (name/address/phone/email):**

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**STALLION OWNER:** Matthew Boyd and/or Ashley Boyd. Either Matthew Boyd or Ashley Boyd can serve as the STALLION OWNER for purposes of this Agreement.

**2. BREEDING:** The MARE OWNER hereby engages one (1) breeding service for the MARE by shipped cooled semen to the STALLION for the 2025 breeding season, subject to the following provisions:

a. The breeding is good for one (1) pregnancy only, subject to any live foal guarantee provisions contained herein.

b. The breeding is non-transferable without the written consent of STALLION OWNER. Should MARE OWNER violate this provision, MARE OWNER shall be liable to STALLION OWNER in the amount of \$5,000.00 as liquidated damages. MARE OWNER shall not market or promote any breeding to the STALLION without STALLION OWNER'S written consent. Any permitted transferee must execute an agreement with STALLION OWNER substantially similar to this one. Without limitation of STALLION OWNER'S discretion in any way, STALLION OWNER will usually permit such transfers with adequate notice and execution of a new stallion contract.

c. MARE OWNER shall not use techniques designed to obtain multiple pregnancies (*via* ICSI, in vitro fertilization, dose-splitting, or any other technique) without STALLION OWNER'S written consent. Should MARE OWNER violate this provision or should any unpermitted transferee of the breeding violate this provision, MARE OWNER shall be liable to STALLION OWNER in the amount of \$5,000.00 as liquidated damages for each additional pregnancy obtained. If MARE OWNER desires to achieve multiple pregnancies as outlined above, then they are encouraged to communicate with STALLION OWNER; again without limitation, special arrangements and pricing are possible at STALLION OWNER'S discretion so long as adequate notice is given and specific arrangements are made.

d. The breeding is permitted only for the MARE designated above. MARE OWNER may designate a different mare to be bred by the STALLION upon written notice to STALLION OWNER. Notwithstanding the foregoing, if STALLION OWNER has provided a discount from STALLION'S normal stud

fee to MARE OWNER based upon the characteristics of the MARE initially designated above (*i.e.* (without limitation) performance, pedigree, premium designations, *etc.*), then MARE OWNER shall pay the difference between the normal price and discounted price when changing mares, unless otherwise agreed in writing by STALLION OWNER. Any reference to the “MARE” herein shall apply to any substitute mare.

e. If MARE OWNER obtains the breeding through a breed association auction or similar auction for which STALLION OWNER has donated a breeding (an “Auction”), such breeding shall be good only for the calendar year during which the Auction takes place and the right to a breeding shall expire as of December 31 of that year. Such period may be extended by the written consent of the STALLION OWNER, in STALLION OWNER'S sole discretion. Without limiting STALLION OWNER'S discretion in any way, STALLION OWNER will generally extend this time limit upon good cause shown by MARE OWNER, up to a period of three (3) breeding seasons. This Agreement shall apply and must be completed and executed by MARE OWNER even when semen is purchased through an Auction before any semen will be shipped.

f. If MARE OWNER purchases frozen semen outside of the Auction context and takes possession of such semen, such breeding may be used at any time within five (5) years of purchase; provided, however, that MARE OWNER must notify STALLION OWNER in writing when such dose is ultimately used, including the identity and registration of the mare for whom the breeding is used. MARE OWNER must take possession of such frozen dose(s) within one (1) year or purchase, otherwise the right to the dose(s) expires, unless otherwise agreed in writing by STALLION OWNER.

g. If MARE OWNER purchases fresh cooled semen outside of the Auction context, such breeding is good only for the calendar year during which the breeding is purchased and the right to a breeding shall expire as of December 31 of that year. Such period may be extended by the written consent of the STALLION OWNER, in STALLION OWNER'S sole discretion. Without limiting STALLION OWNER'S discretion in any way, STALLION OWNER will generally extend this time limit upon good cause shown by MARE OWNER, up to a period of three (3) breeding seasons.

**3. BREEDING FEE:** Outside of the Auction context, the non-refundable Breeding Fee shall be \$1,500.00 USD, payable in advance. MARE OWNER agrees to pay such fee and any other fees due (shipping, *etc.*, outlined below) before any shipment of semen shall be made. The Breeding Fee for semen purchased *via* an Auction shall be the final Auction strike price, payable to the organization sponsoring the applicable Auction, as confirmed by such organization.

**4. COLLECTION AND SHIPPING FEES:** Breeding season is expected to begin on February 15, 2025. Collection and shipping fees will be quoted at the time of shipment, based upon then-existing collection and shipping costs. Semen will be shipped on the STALLION'S normal shipping schedule, currently contemplated to be MONDAY, WEDNESDAY & FRIDAY from February 15, 2025 until June 30, 2025, but is subject change upon written notice to MARE OWNER. All US SHIPMENTS MUST BE PLACED BY 3:00 P.M. (Eastern Time) on the day before your semen is to be shipped. You may cancel your request without penalty if you do so by 8:00 A.M. Eastern Time on the day of shipment. Orders should be placed to Ashley Giles by text and phone at 678-416-6598; Orders are not final unless or until confirmed by STALLION OWNER. ORDERS CANNOT BE REQUESTED ON FACEBOOK MESSENGER. Canadian shipments

require a 24-hour workday notice (exclusive of Saturday, Sunday and holidays) and USDA fees will be charged to the MARE OWNER. Each shipment will contain enough semen to inseminate one mare. One dose will be shipped. Extra doses may be sent but are not guaranteed. The STALLION OWNER is not responsible for shipments once it leaves our custody. Semen is available on a first come first serve basis. Additional fees shall apply for airport counter to counter services and shipments outside the continental U.S. If a non-disposable shipping container is used for shipment, MARE OWNER agrees to promptly return such container as directed by STALLION OWNER. Failure to do so within three (3) days of receipt shall result in late fees of \$20 per day.

**5. CONDITION AND OWNERSHIP:** MARE OWNER represents and warrants that the MARE is in sound breeding condition and free from disease and infection. At STALLION OWNER's discretion, MARE OWNER may be required to provide a Mare Health Form, signed by a licensed veterinarian, certifying the MARE is in sound physical and breeding condition prior to the shipment of semen. MARE OWNER certifies that the address of record for shipment is a facility suitable for, and with a veterinarian competent in, equine artificial insemination. If multiple shipments are requested, STALLION OWNER reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments. A copy of the Mare's certificate of registration reflecting the ownership of the Mare by the MARE OWNER should be submitted with this Agreement together with the completed ATTACHMENT. If the MARE OWNER is a lessee of the Mare, then the lease agreement should be submitted with this Agreement. If the MARE OWNER is a lessee of the Mare, then MARE OWNER should also submit a lease agreement or other document reflecting recognition of applicable breed registry of that lease.

**6. MARE OWNER RESPONSIBILITY:** 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 cooled semen. 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 any semen shipped to 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, and shall subject MARE OWNER to all other remedies stated herein, which shall be cumulative. If multiple shipments of semen are requested, STALLION OWNER in its sole discretion may refuse to ship semen if the STALLION OWNER believes the insemination is not proper or the MARE is not healthy or breeding sound, in STALLION OWNER's sole discretion. Mare owner will notify STALLION OWNER of insemination dates, pregnancy status, and foaling dates.

**7. LIVE FOAL GUARANTEE:** The MARE OWNER is guaranteed one "live foal," meaning a foal which stands, nurses, and lives for 24 hours. If the MARE proves barren, aborts her foal, or the foal is stillborn, a return season will be provided for the subsequent year only, upon the payment of a re-breed fee of \$500.00 (plus shipping and collection) and provided proper notification is given. Proper notification shall be a written certification by a licensed veterinarian within seven days that the MARE has slipped or produced a nonviable foal. Booster rhinopneumonitis vaccinations must be administered in the manner and frequency indicated by the manufacturer of the drug as the MARE progresses through her pregnancy. FAILURE

TO PROVIDE SUCH VACCINATIONS Voids THE LIVE FOAL GUARANTEE. The live foal guarantee is provided only for the 2025 Breeding Season and shall be void if the MARE is sold prior to foaling upon the failure of MARE OWNER to comply with the instructions provided in this Agreement. Any re-breeding privileges provided herein shall apply only to two (2) subsequent years to the same MARE unless otherwise agreed in writing by STALLION OWNER.

**8. SUBSTITUTION:** If the STALLION dies, is sold by STALLION OWNER, is gelded, or becomes unfit for service for any reason prior to settling the MARE, then this Agreement shall terminate and the Breeding Fee shall be refunded to the MARE OWNER, but only if frozen semen is not available; under such circumstances, STALLION OWNER may provide MARE OWNER with frozen semen, even if this Agreement initially specifies fresh cooled semen. Additional charges may apply for shipment of frozen semen.

**9. WARRANTIES:** NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT NOR THE SEMEN DELIVERED UNDER THE AGREEMENT.

**10. AGREEMENT:** This Agreement: (a) may neither be assigned nor transferred in any manner, absent the express written permission of STALLION OWNER; (b) constitutes the entire agreement of the parties; (c) supersedes all other agreements or understandings between the parties; (d) may not be amended in any manner other than in a writing executed by both parties; (e) shall be interpreted in accordance with the laws of the State of Georgia; and (f) shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties. The failure of STALLION OWNER to require performance; of any provision of this Agreement shall not affect STALLION OWNER's right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. The exclusive jurisdiction and venue for any dispute arising from this Agreement and/or any breeding/shipment of semen relating to the STALLION shall be the state and/or federal courts for Coweta County, Georgia, and all parties consent to personal jurisdiction and venue in such court(s). This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose. This Agreement shall be construed without regard to the party responsible for its preparation and shall be deemed to have been prepared jointly by the Parties. Any ambiguity existing in this Agreement shall not be interpreted or construed against any party due to authoring. No third-party beneficiaries exist, express or implied.

**11. ATTORNEYS' FEES:** STALLION OWNER shall be entitled to his/her/their reasonable attorney's fees incurred if they are required to file suit to enforce this Agreement and are a prevailing party, in whole or in part.

**12. BINDING EFFECT:** This Agreement shall become binding when: (a) MARE OWNER has sent to STALLION OWNER a signed copy of this Agreement together with any additional documents required by STALLION OWNER (for example, a copy of the MARE's Certificate of Registration and, if applicable, documents concerning the lease of the MARE); and (b) STALLION OWNER accepts and so notifies MARE OWNER.

**[SIGNATURES ON FOLLOWING PAGE]**

**[SIGNATURE PAGE]**

**IN WITNESS HEREOF, THE PARTIES have executed this Agreement as this \_\_ day of \_\_\_\_\_, 2025.**

\_\_\_\_\_  
**MARE OWNER**

\_\_\_\_\_  
**[PRINTED NAME]**

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**STALLION OWNER**  
**Matthew A. Boyd or Ashley Giles Boyd**