



**BRASS STABLES 2025 STALLION CONTRACT**

For orders call or text (561) 860-4567 or Email: stacy@brass-stables.com

This Brass Stables 2025 Stallion Contract (the "Contract") is entered into on \_\_\_\_\_, 2025 between Brass Stables LLC, a Kentucky Limited Liability Company, with its principal place of business located at 1300 Troy Road, Wilmore, KY 40390 ("Brass Stables") and the mare owner (the "Mare Owner"). Brass Stables and Mare Owner are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, in consideration of the mutual promises and covenants set forth herein, and for good and valuable consideration, the Mare Owner wishes to purchase one of the following options listed below for the 2024 season:

Mare Owner's Information:

Mare Owner's Name: \_\_\_\_\_

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

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

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

Mare Owner represents that Mare Owner is either the owner or lessee of the Mare and has the authority to enter into this Contract. Mare Owner understands that Mare Owner has no right to assign or otherwise transfer any right under this Contract;

Before submitting the Contract to Brass Stables, Mare Owner has read this entire Contract and understands and agrees to the terms set out herein;

By submitting this Contract to Brass Stables, Mare Owner represents that Mare Owner has not ever been convicted of, pled guilty to, nor is Mare Owner currently under investigation for animal cruelty.

The selected fee below is payable with this Contract, which reserves, in the Stallion's book for 2024, a breeding of Mare Owners choice of the Mare. Mare Owner agrees to pay the balance and any other fees due before any shipment of Semen shall be made.

The Mare Owner wishes to purchase Semen from one of the following stallions (the "Stallion") and Brass Stables agrees to transfer to the Mare Owner \_\_\_\_\_ doses of semen from the Stallion (the "Semen"):



Stallion: Kastel's Nintendo  
KWPN Registration Number: 528003200307150  
Pedigree: NEGRO x MONACO x GLENDALE

Per Dose Fee: (Fresh/Cooled)	#: _____	\$1,250 (\$400 non-refundable deposit).
Per Dose Fee: (Frozen)	#: _____	\$1,250 (\$400 non-refundable deposit).
LFG Fresh/Cooled Dose Fee:	#: _____	\$2,500

- Stallion: Freedom  
 ISR Registration Number: 840017339801207  
 Pedigree: FEURI x WALK ON TOP  
 Per Dose Fee: (Frozen) #: \_\_\_\_\_ \$1,000 (\$400 non-refundable deposit).
- Stallion: McKenzy JHL  
 KWPN Registration Number: 528003201705286  
 Pedigree: ALEXANDRO P x W V SARON x ZEP  
 Per Dose Fee: (Fresh/Cooled) #: \_\_\_\_\_ \$1,000 (\$400 non-refundable deposit).  
 Per Dose Fee: (Frozen) #: \_\_\_\_\_ \$1,000 (\$400 non-refundable deposit).  
 LFG Fresh/Cooled Fee: #: \_\_\_\_\_ \$2,000
- Stallion: Neil  
 KWPN Registration Number: 528003201811057  
 Pedigree: GOVERNOR x VIVALDI x HAVIDOFF  
 Per Dose Fee: (Frozen PerDoseOnly) #: \_\_\_\_\_ \$950 (\$400 non-refundable deposit).
- Stallion: Feuri  
 RHEIN Registration Number: 276343430558399  
 Pedigree: FIDERMARK NRW x WORLDCHAMP  
 Per Dose Fee: (Frozen PerDoseOnly) #: \_\_\_\_\_ \$1,000 (\$400 non-refundable deposit).
- Stallion: Vince VH Hulsterhof  
 BWP Registration Number: 056002W00329938  
 Pedigree: NEGRO x LORD LOXLEY  
 Per Dose Fee: (Frozen PerDoseOnly) #: \_\_\_\_\_ \$950 (\$400 non-refundable deposit).
- Stallion: Urianto Van Den Dries  
 BWP Registration Number: 056002W00325151  
 Pedigree: ESCAMILLO x QUATERBACK  
 Per Dose Fee: (Frozen PerDoseOnly) #: \_\_\_\_\_ \$1,250 (\$400 non-refundable deposit).
- Stallion: Victus vd Horne  
 BWP Registration Number: 056002W00329539  
 Pedigree: BLUE HORS FARRELL X GLOCK'S ZONIK  
 Per Dose Fee: (Fresh/Cooled). #: \_\_\_\_\_ \$1,000 (\$400 non-refundable deposit).  
 Per Dose Fee: (Frozen). #: \_\_\_\_\_ \$1,000 (\$400 non-refundable deposit).  
 LFG Fresh/Cooled Fee: #: \_\_\_\_\_ \$2,000
- Stallion: Elantic  
 Oldenburg Registration Number: 276433330665118  
 Pedigree: ERDINGER X BELANTIS I  
 Per Dose Fee: (Fresh /Cooled) #: \_\_\_\_\_ \$1,000.00 (\$400 non-refundable deposit).  
 Per Dose Fee: (Frozen) #: \_\_\_\_\_ \$1,000.00 (\$400 non-refundable deposit).  
 LFG Fresh/Cooled Fee: #: \_\_\_\_\_ \$2,000.00



Stallion: Grand Galaxy Win  
 KWPN Registration Number: 528003201100457  
 Pedigree: APACHE X JAZZ  
 Per Dose: (ICSI) Stored at Equine IVF,  
 Rood & Riddle Lexington &  
 Equine Medical Services or shipped #: \_\_\_\_\_ \$500.00



Stallion: Wilkens  
 Hanoverian Registration Number: 276431317209804  
 Pedigree: WATERFORD X FALKLAND  
 Per Dose: (Frozen) #: \_\_\_\_\_ \$1,000.00

The above fees include only the purchase of the Semen. Any additional costs of transport, collection fees of the Semen, storage from the Purchase Date, and other expenses of breeding are over and above the Per Dose Fee and will be borne by the Mare Owner.

Should Brass Stables decline to accept a submitted Contract for any reason, any charges applied to the Mare Owner's credit card upon submission, will be credited back to Mare Owner's credit card within two business days.

Rights to the Semen shall transfer to the Mare Owner upon Brass Stables' acknowledgement of this Contract fully executed by the Mare Owner, receipt of Mare's Registration Certificate and payment in full ("Purchase Date"). After acknowledgment of the Contract and the scheduling of collection (for fresh/cooled per dose, or LFG Fresh/Cooled Per Dose) there will be no refund of any fees. All refunds are subject to a 10% office fee.

Mare Owner shall have no right, title, or interest in the Stallion. The breeding season for the Stallion via cooled Semen is March 1, 2025, to July 31, 2025 with per case exceptions possible.

DISCOUNTS:

5% for FEI mares, mares with elevated status within respective registries, or USEF third level equivalent or better offspring (separate form must be filled out).

10% for multiple mare discount for same Mare Owner mares.

Mare: \_\_\_\_\_ Reg. No.: \_\_\_\_\_

Year Born: \_\_\_\_\_ Breed: \_\_\_\_\_

Markings: \_\_\_\_\_ Color: \_\_\_\_\_

Mares Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Dam's Sire: \_\_\_\_\_

COLLECTION AND SHIPPING OF SEMEN. Breeding season begins March 1, 2024, for fresh/cooled doses (Sales of Frozen Per Dose can be ordered year-round). The collection of Semen is \$400.00 through Brass Stables and Palm Beach Equine Clinic.

Stallions being collected at Brass Stables:  
KASTEL'S NINTENDO

Stallions being collected at Palm Beach Equine Clinic:  
ELANTICV  
MCKENZY JHL

Stallions being collected at Rood & Riddle Lexington:  
VICTUS vd HORNE

(Please contact Brass Stables for current pricing).

Domestic fresh shipments have historically been between \$70.00 - \$190.00 per shipment via UPS (dependent upon final destination) which will include, disposable container & UPS priority overnight. Brass Stables will notify Mare Owner of shipping quote from UPS and will provide receipt. If FED EX FIRST OVERNIGHT is required due to destination, additional charges will apply. Please note that any such shipment may result in a late arrival at your location due to the uncertainty of passenger airline schedules. Brass Stables cannot guarantee flight availability. All US SHIPMENTS AND COLLECTION REQUESTS MUST BE PLACED BY 3:00 P.M. ET one day prior to the Semen being shipped. Mare Owner may cancel its request without penalty if canceled by 8:00 A.M. ET on the day of shipment. Each shipment will contain enough semen to inseminate one mare. One dose will be shipped unless multiple doses are ordered. Brass Stables, Palm Beach Equine Clinic, and Rood & Riddle Lexington (collectively the "Clinics") are not responsible for the shipment once the Semen leaves the Clinics' custody. Semen is available on a first come first serve basis and is typically available Monday through Friday.

Domestic Frozen Shipments will be shipped from Brass Stables with exception of Grand Galaxy Win (read locations above under Stallion's information) and have historically been between \$100.00 - \$250.00 per shipment (dependent upon final location). Brass Stables will notify Mare Owner of shipping quote from UPS and will provide receipt.

Dry Shipper: If Mare Owner wishes to rent Brass Stables' dry shipper, Mare Owner will be charged \$125.00 for the rental of the shipper as well as a deposit of \$1,200.00 to cover potential loss of shipper while in transit. When shipper has been returned in same working order as it was sent out in, the deposit will be refunded. Mare Owner may also send to Brass Stables their own dry shipper for frozen semen to be shipped or Mare Owner can pick up Frozen Semen themselves at Brass Stables.

Within fourteen (14) days of the Purchase Date, Mare Owner must arrange for the shipment of the Semen to alternate storage facilities or coordinate with the Clinics for further storage accommodations at Mare Owner's expense. Failure to do so may result in additional storage fees charged to the Mare Owner, and no Semen will be released to the Mare Owner until storage fees are paid in full.

The transfer of Semen and shipping expenses are payable prior to the Semen shipment. Brass Stables requires the Mare Owner to provide valid credit card information to secure the Semen, associated shipping, and container costs, and for any storage fees prior to the shipment of the Semen. These fees are payable to Brass Stables at their published rates prior to shipment.

Brass Stables further requires a credit card to be kept on file during the term of this Contract and will, in addition, accept payment via PayPal, Venmo, Zelle, and cash.

PLEASE SELECT ONE OF THE FOLLOWING:

PAYPAL \_\_\_\_\_

ZELLE \_\_\_\_\_

VENMO \_\_\_\_\_

CASH \_\_\_\_\_

CREDIT CARD INFORMATION

Name of Card Owner: \_\_\_\_\_

Address of Card Owner: \_\_\_\_\_

Email: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

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

SHIPMENT DESTINATION INFORMATION:

Attention: \_\_\_\_\_

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

Special Delivery Instructions: \_\_\_\_\_

Waive Signature: Yes / No

Email: \_\_\_\_\_ Phone No.: \_\_\_\_\_

PER DOSE FRESH/COOLED SEMEN TERMS. Upon payment of the Fee, the Mare Owner is entitled to one dose of fresh/cooled semen from the Stallion during Brass Stables' 2024 breeding season. Cooled Semen may not be frozen for future use, and Semen provided under this Contract may not be used to breed any mare other than the Mare identified in this Contract. The Mare Owner assumes the risk of missed breeding opportunities due to problems with timing of the Mare's ovulation, the Mare's fertility, or shipping or handling of the Semen after it leaves Brass Stables.

LIFE FOAL GUARANTEE. Should the mare not produce a live foal that stands, sucks and survives the first 30 days after birth, Mare Owner shall be entitled to below-mentioned return privileges. This guarantee shall only apply if Brass Stables is notified within one week of the foal's death. A statement of details by a licensed veterinarian must follow within ten (10) days or the guarantee becomes null and void. This clause is also binding in case of abortion. If the mare lost her pregnancy, Brass Stables needs written verification of this fact, mailed, or emailed from the attending veterinarian.

FROZEN PER DOSE TERMS. Mare Owner may produce as many foals as the Mare Owner is able from the Semen for different mares and or over different breeding seasons. Upon submission to Brass Stables of a properly executed Mare Passport indicating that the mare has been bred with the Semen, Brass Stables will issue the appropriate breeding verification for each breeding. No breeding verification will be issued unless a Mare Passport has been signed and submitted by the individual completing the insemination and pregnancy checks.

CONDITION AND OWNERSHIP. Mare Owner represents and warrants that the Mare is in sound breeding condition and free from disease and infection. 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, Brass Stables reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments.

REGISTRATION. For foals to be eligible for registration with each Stallion's respective registry, Brass Stables must provide to breed registry a Stallion Service Report at the end of each breeding season detailing the identification and insemination records of all mares bred. An insemination certificate is included with the semen shipment and should be completed and signed by your veterinarian and returned to Brass Stables by October 31, 2024.

BREEDING REPORT FOR FRESH/COOLED PER DOSE. The Mare Owner may only breed the Mare Owner's Mare, identified above. This Contract is to produce one (1) foal from the above-mentioned mare regardless of the breeding methods used. ET and ICSI is permitted. In the event Semen shipments are used for a mare other than the Mare named in this Contract, the standard posted breeding fee and completed contract shall be due and submitted to Brass Stables immediately.

MULTIPLE FOALS. The payments provided in the Stallion description are for one foal for this breeding season for this Mare. Should more than one foal result from a breeding, Mare Owner shall pay an additional Per Dose Fee within sixty (60) days of confirmed foal, for each additional resulting foal. No breeding certificate for any foal shall be issued without such additional payment.

STALLION'S DEATH. In the event of Stallion's death or the inability to produce and ship viable semen from the Stallion contracted for this service, Brass Stables shall substitute this Contract for either frozen Semen from the same Stallion, if available, or the mare owner may choose fresh Semen from another Stallion managed by Brass Stables.

NO CONCEPTION. In case the Mare does not conceive, a mare may be substituted with permission of Brass Stables and a statement from a licensed veterinarian confirming that the Mare in this Contract is barren. A transfer fee is due to substitute a mare. This contract is only transferable upon approval with written permission of Brass Stables.

BREEDER'S CERTIFICATE. Upon notification of birth of a live foal, and the performance of all other obligations of Mare Owner under this Contract, Brass Stables shall release certificates according to the breed registry. Mare Owner shall contact Brass Stables no later than August 1, of the foaling year of a live foal. Any late fees or costs for failure to notify Brass Stables of a live foal or additional breed registrations, will be the responsibility of the Mare Owner.

WARRANTIES. NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS CONTRACT NOR THE SEMEN DELIVERED UNDER THE CONTRACT.

CONTRACT. This Contract: a) may neither be assigned nor transferred in any manner by Mare Owner, absent the express written permission of Brass Stables; b) supersedes all other agreements or understandings between the parties; c) shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties.

BINDING EFFECT. This Contract shall become binding upon the Purchase Date. The last date for Brass Stables to provide semen for breeding under this Contract is August 31, 2024, for cooled semen.

GOVERNING LAW AND JURISDICTION. Unless otherwise specified, this Contract shall be governed by the laws of the State of Kentucky and any disputes arising hereunder shall be resolved first by mediation before a mediator familiar with both the applicable law and the customs and practices of the equine industry.

WAIVER OF TRIAL BY JURY. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY. THE PARTIES ALSO WAIVE THE RIGHT TO ANY CLASS ACTION CLAIMS OR TO PROCEED IN A COLLECTIVE ACTION.

ASSUMPTION OF RISK, WAIVER OF CLAIMS, INDEMNIFICATION. Brass Stables warrants that the Semen has been processed and tested and is of marketable quality at the time of sale. Mare Owner specifically waives any other warranties, either express or implied by law. There is no live foal guarantee with regard to Frozen Semen. Mare Owner further agrees to waive any claims against, and will indemnify, release and hold harmless Brass Stables, Clinics, 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 insemination of the Mare.

GENERAL TERMS. Brass Stables' waiver of any breach or failure to insist on complete performance of any term under this Contract 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 Contract and will not impair Brass Stables' future right to enforce its rights hereunder. This Contract may not be changed, modified, or amended, in whole or in part, except in writing, signed by both parties.

ENTIRE CONTRACT. This Contract 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.

Counterparts. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

Waiver of Trial by Jury. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY. THE PARTIES ALSO WAIVE THE RIGHT TO ANY CLASS ACTION CLAIMS OR TO PROCEED IN A COLLECTIVE ACTION.

Notices. All notices under this Agreement must be timely given in writing by regular mail or receipted email at the addresses indicated in this Agreement. When providing written notice to Brass Stables, a copy must be provided to Brass Stables's outside counsel at the addresses below.

With a Copy to Victoria Pacey Minneman  
Pedersen & Houpt  
161 N. Clark, Suite 2700  
Chicago, IL 60601  
[vpaceminneman@pedersenhaupt.com](mailto:vpaceminneman@pedersenhaupt.com)

Notice to the Mare Owner must be provided to Mare Owner at the address below:

Notice to:

---

---

---

EXECUTED AS OF THE DATE OF THE LAST SIGNATURE AFFIXED TO THIS CONTRACT.

IN WITNESS WHEREOF, the Parties enter into this Contract upon acceptance of Mare Owner's submission by Brass Stables.

BRASS STABLES :

MARE OWNER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_