



BPS Approved Stallion Erik BP50

Extreme Friesian Stables LLC

2301 N Mountain View Rd, Moscow, ID, 83843

Joe Michielli 509-768-3008 extremefriesianstables@yahoo.com

Extreme Friesian Stables LLC Owns and Stands the BPS Approved Stallion Erik BP50

This 2025 contract is for breeding to the BPS Approved Stallion Erik BP50, owned by Joe and Kayla Michielli, Extreme Friesian Stables LLC. This agreement is valid only for the 2025 breeding season.

Mare Owner: _____ Mare: _____

Mare owner and Extreme Friesian Stables LLC agree to the following terms and conditions:

2025 Breeding Season:

Extreme Friesian Stables LLC breeding season for Erik BP50 is from March 1st, 2025, to September 15th, 2025. Cooled semen will be available in the order contracts have been received. Advanced booking will place your mare at the top of the list for shipped semen. All other semen requests will be on a first come first serve basis.

Fees:

Fees are set up as following: Breeding Fee – Erik BP50 \$2,500.00 (\$2250.00 for Second Mare bred in 2025). Breed fee is Plus, each collection and shipment charge. Multiple mare or multiple breeding discounts are available and must be used in 2025 breeding season. Multiple Mare discounts to be negotiated between Extreme Friesian Stables LLC and mare owner in advance. The mare owner will be responsible for all costs involved in collection and shipping, and or Straw fees in addition to breed fees. Please see Collection/Shipping or Frozen/Shipping sections for additional charges and potential costs. Orders cancelled after the stallion has been collected will be billed. Extreme Friesian Stables LLC assumes no responsibility for the loss of semen or semen viability caused by the carrier.

Fresh/Cooled Collection/Shipping Fees are as Follows:

Shipped Semen within the USA - \$495.00 per collection/shipment for weekday delivery and \$595.00 for Saturday/Canadian Delivery (includes semen collection, evaluation, and packaging for shipment). Price quoted is PER SHIPMENT/COLLECTION PER MARE. shipped to a single collection which is processed for multiple mares will be billed at the stated rate for each mare. Erik BP50 is available for collection Monday, Wednesday, Friday (except holidays and the day before a holiday) with delivery the following day. No Same Day Shipments. Same day collection pick up is available if you would like to pick semen up at Stal Extreme - \$375.00. For semen to be collected and shipped for timely arrival, semen must be ordered the day before the intended insemination and before 8:00 AM Pacific Standard Time for shipment within the USA. A message or text can be left on the cell phone. Messages are checked several times a day. Confirmation of the order of semen will be given via email, text, or telephone. Please do not call between 10:00 PM and 7:00 AM Pacific Standard Time. Semen orders for Canada must be made the day before expected ship day. Canadian shipments require USDA Federal Veterinary Seals and extended time is required to fulfill all CFIA requirements. Extreme Friesian Stables LLC must have a copy of mare owners import permit number on file.

Extreme Friesian Stables LLC

Phone: 5097683008 Email: extremefriesianstables@yahoo.com

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Frozen/Shipping/ Fees are as follows:

The Straw Fee is \$500.00 and consists of two doses of Frozen Semen to accommodate a pre and post ovulation insemination. Our Standard Dry Shipper Rental including charging is \$225. Shipping fees/return tank rental fees vary depending on location. Mare owner may provide a prechilled/prepaid shipper or use a dry shipper provided by Extreme Friesian Stables. If more than one pregnancy is obtained, a fee of \$2500 will be owed for each additional pregnancy. Embryo Transfers, Freezing of Embryos, and ICSI are not permitted under this agreement. A separate agreement for these procedures is available upon request. Extreme Friesian Stables LLC assumes no responsibility for the loss of semen or semen viability caused by the carrier.

Extreme Friesian Stables LLC must receive reasonable notice of desired collection and shipment dates. Mare owner is to advise Extreme Friesian Stables LLC upon the start of the mare's cycle and contact Extreme Friesian Stables LLC again the day of the desired collection and shipment. Extreme Friesian Stables LLC cannot guarantee shipment on the desired date without this information. Semen for Erik BP50 can be shipped five days a week (Monday through Friday, with delivery Tuesday through Saturday). There will be no shipments on Sundays, Mondays, Holidays, and the day before a Holiday. Extreme Friesian Stables LLC assumes no responsibility for the loss of semen or semen viability caused by the carrier. Mare owner understands that each shipment will contain one dose of semen. A second dose will be included in the shipment only after all orders are filled and additional doses are still available. Priority will be given in the order contracts were received. To ensure your place on the top of the list; we encourage you to return this contract with payment in full as early as possible. Semen will not be shipped until your contract has been paid in full including collection/Shipping cost.

Semen:

Erik BP50 shipped semen is only to be used on the mare provided in this agreement. Mare owner will immediately breed mare upon arrival of semen under the supervision of a licensed veterinarian. Mare owner agrees to not directly or indirectly use the semen to inseminate any other mare. Any unused semen remains the property of Extreme Friesian Stables LLC and is to be destroyed immediately following artificial insemination and confirmation of ovulation. If mare fails to settle after two heat cycles, Extreme Friesian Stables LLC may require mare owner to obtain a current reproductive exam and uterine culture prior to any further shipments of semen. This agreement cannot be transferred or sold by the mare owner.

Live Foal Guarantee:

If the 2025 pregnancy does not result in a live foal, then the Live Foal Guarantee will apply. The Live Foal Guarantee can be given only when: All costs involving breeding have been paid in full at time of breeding. Should the Mare fail to conceive, abort, die or not produce a "Live Foal" (Live Foal shall be defined as a foal that stands and nurses without assistance for a period of at least 24 hours from the time of birth) then Extreme Friesian Stables LLC guarantees the Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of Extreme Friesian Stables LLC) for the 2025 breeding season only. Mare Owner shall notify Extreme Friesian Stables LLC within sixty days of the last day of Breeding Season if the Mare did not conceive to be eligible for a rebreed. Mare Owner shall also notify Extreme Friesian Stables LLC within thirty days of the Mare's abortion, should the Mare abort. If the Mare does not produce a "Live Foal", then the Mare Owner shall provide Extreme Friesian Stables LLC with a veterinarian's certificate stating the time and date of birth, time and date of death and cause of death



within seven calendar days of such death. If the mare has an untimely death, Mare Owner shall provide Extreme Friesian Stables LLC with a veterinarian's certificate of death. Live Foal Guarantee shall be specifically conditioned upon Mare Owner's vaccination of Mare for Rhino pneumonitis in the 5th, 7th, and 9th month of the Mare's pregnancy. Mare Owner shall provide Extreme Friesian Stables LLC with the certificate stating that such vaccinations have taken place at the time the Mare Owner requests a rebreed pursuant to this section.

Live Foal Guarantee shall lapse, and Extreme Friesian Stables LLC shall have no further obligation in Erik BP50 breeding contract for 2025 under this section if:

- a) Mare Owner fails to rebreed Mare during the acceptable return breeding periods as defined in this section. (Within the current or the following breeding season)
- b) Mare Owner fails to provide Rhino pneumonitis vaccinations certificate.
- c) Mare is bred by another stallion without written consent by Extreme Friesian Stables LLC.
- d) Mare is substituted with another mare without written consent by Extreme Friesian Stables LLC.
- e) Mare fails to conceive, aborts, or dies and Mare Owner fails to notify Extreme Friesian Stables LLC as defined in this section.
- f) Foal or mare dies due to lack of supervision or proper facilities during birthing process.
- g) Foal or mare dies due to any negligent act of the Mare Owner.

If a live foal is not obtained from the 2025 breeding and the Live Foal Guarantee is used no additional breeding fee would be charged, however all collections and shipping fees will be charged for each rebreed dose shipped. Collection and shipping fees are subject to change from year to year.

If Mare does not become pregnant within two breeding seasons, Mare Owner no longer has the right to rebreed Mare to this stallion and forfeits all fees paid to Extreme Friesian Stables LLC. The Live Foal Guarantee in this contract is non-transferable and non-assignable and should the Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee shall be void. Mare owner shall not be entitled to a refund of fees paid except if the stallion should die or become unfit for service prior to serving the mare in the present breeding season. Once the mare has been serviced, there will be no refunds of any kind. Should the stallion die after the mare has been serviced, the live foal guarantee becomes void.

Substitution in the event of the Stallion's Sale, Death, Injury or Illness:

In the event Stallion becomes unavailable for breeding due to Stallion's death, injury, illness, infertility, or has been sold. Extreme Friesian Stables LLC shall notify Mare Owner and Mare Owner may request breeding to another stallion owned by Extreme Friesian Stables LLC as agreed upon by both Extreme Friesian Stables LLC and Mare Owner, at the breeding rate the new stallion selected is advertised at. No refunds will be issued in any way, under any circumstances that may arise.

Confirmation of Pregnancy:

9) Mare owner should have their mare checked for pregnancy at approximately 15 days after ovulation. This allows for time to handle any issues around possible twin embryos as well as give the mare owner and Extreme Friesian Stables LLC time to prepare for the next breeding cycle if the mare did not settle. It is agreed that the mare bred shall also be checked for pregnancy by a licensed veterinarian approximately 45 days after the last date of insemination. Extreme Friesian Stables LLC must be made aware of the results. Failure to accurately report status of mare in question in a prompt manner could render the live foal guarantee null and void.



Limitation of Liability:

It is understood that to the fullest extent permitted by law, Extreme Friesian Stables LLC, their affiliates, insurers, employees, agents, representative, volunteers, members, managers, officers, directors, and/or other representatives of Extreme Friesian Stables LLC shall not be liable to the Mare Owner for any failure of Mare to settle, injury, escape, sickness, disability, or death of any horses on Extreme Friesian Stables LLC premises or those premises of their affiliates. The Mare Owner whose Mare is under the care of Extreme Friesian Stables LLC shall be responsible for any damage, injury or death to Extreme Friesian Stables LLC's Farm, Stallion, employees, volunteers, veterinarians, or other animals in the care of Extreme Friesian Stables LLC caused by the Mare named in this Agreement. Mare Owner agrees that except in the event of Extreme Friesian Stables LLC's gross negligence or willful misconduct, Extreme Friesian Stables LLC and their affiliates, insurers, employees, agents, representatives, volunteers, members, managers, officers, directors, and/or other representatives of Extreme Friesian Stables LLC shall not be liable for any special incidental, indirect or consequential damages out of any transaction or activity arising from this Agreement.

Assumption of Risk:

Mare Owner acknowledges that there are inherent and numerous risks associated with breeding Mare and Mare Owner agrees to bear these risks, including but not limited to illness, injury, disease, and/or death to the Mare and/or foal. Mare Owner understands that engaging in equine activities including breeding of Mare or boarding of Mare or foal at another farm or facility is an inherently dangerous activity and that by so doing Mare and/or foal are exposed to dangers both known and unknown. Horses are large unpredictable animals which are dangerous and present a risk of injury no matter how much training they have, no matter what level of experience Extreme Friesian Stables LLC may have, and no matter what the situation.

Indemnification:

Mare Owner agrees to defend, indemnify, and hold harmless, Extreme Friesian Stables LLC, their affiliates, insurers, employees, agents, representatives, volunteers, members, managers, officers, directors, and/or other representatives of Extreme Friesian Stables LLC from and against any and all claims, demands, judgments, losses, included but not limited to bodily injury, death, sickness, disease, occupational disease, personal injury, damage to property, and the loss of use thereof, liability or damage including attorney's fees or costs arising out of or in any way connected with Mare Owner's presence on or use of Extreme Friesian Stables LLC's Farm or the breeding services provided pursuant to this Agreement. Mare Owner agrees that Extreme Friesian Stables LLC has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease of inherited traits. Erik BP50 is a known carrier for Dwarfism. By signing this agreement, mare owner acknowledges they have tested the mare for potential genetic defects and assumes all risks of breeding the mare to Erik BP50. Carrier status can be checked through the mares appropriate studbook. EXTREME FRIESIAN STABLES LLC MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**Insurance:**

Mare Owner shall provide insurance as Mare Owner deems necessary and appropriate to cover its liability and business operations. The Mare Owner shall comply with the workers' compensation law concerning both the Mare Owner and his/her employees. The Mare Owner shall provide proof of insurance before services are rendered and upon request of Extreme Friesian Stables LLC.

Termination:

Either party may terminate this Agreement for any reason upon provide seven (7) days written notice. Upon termination, Mare Owner shall properly remove Mare and/or foal together with any, and all personal property within three (3) days of written notice, provided that Mare Owner has paid all fees owed to Extreme Friesian Stables LLC.

Right of Lien:

The Mare Owner hereby grants a possessory lien against the Mare to Extreme Friesian Stables LLC for the value of all unpaid charges resulting from boarding and rendering any other services to the horse(s). Should such charge go unpaid Extreme Friesian Stables LLC shall be entitled to exercise the right to enforce said lien according to the laws of the state of Idaho.

Governing Law; Jurisdiction:

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Idaho. To the extent permitted by Law, each of the Parties hereby irrevocably submits to the jurisdiction of any Idaho state court or United States federal court, for any suit, action or other proceeding brought by any party arising out of or relating to this Agreement, and each of the Parties irrevocably agrees that all claims with respect to any such suit, action or other proceeding shall be heard and determined in such courts. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

Payments:

All Breeding Fees, Collection/Straw Fees and Shipping Fees are to be paid before ANY semen is shipped. All payments for Breed Fees and Collection/Shipments can be made via Check, Venmo, Zelle, PayPal (F&F Only), Wire/Bank Transfer or Credit Card. A CC service charge of 3% will be added. We can send an Inv for easy payments as well. All Moneys/Payments/Deposits received are Non-Refundable and only transferable upon the prior approval from Extreme Friesian Stables LLC

Please Select Preferred Payment Method

- Checks can be Payable to: Extreme Friesian Stables LLC
- Venmo: Kayla-Michielli-6
- Zelle – 509-768-3008 – Please reference Mare Name
- Wire: For wire/bank information, please email extremefriesianstables@yahoo.com
- CC/Invoicing: Please email Contract with Mare/Payment Sheet attached and we will email you and invoice for CC Processing



Counterparts:

This Agreement may be executed in one or more counterparts.

Entire Agreement:

This Agreement will supersede any or all prior oral or written forms of understanding between Extreme Friesian Stables LLC and Mare Owner. This Agreement constitutes the entire agreement between Extreme Friesian Stables LLC and Mare Owner. No change or modification of this Agreement shall be valid unless it is in writing and signed by all parties. Mare owner acknowledges full agreement with this breeding contract by signing and returning this contract to Extreme Friesian Stables LLC. Mailed, faxed, and emailed signed copies are all acceptable and binding. Please fill out all mare and owner information and return this contract to Extreme Friesian Stables LLC.

Be sure to make a copy for your records.

Mare Owner Print Name: _____

Mare Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number _____ Email _____

Signature: _____ Signature Date: _____

Extreme Friesian Stables LLC Acceptance:

By: _____ Name: _____

Date: ____/____/202____ Received On: ____/____/202____



BPS Approved Stallion - Erik BP50

2025 Breeding Contract Mare Information Form

Please fill out all mare and owner information and return this contract to Extreme Friesian Stables LLC. Must include a copy of your mare's registration paper if mare is registered with any breed association. This contract applies to breeding **ONLY** the following mare:

Mares Information:

Mare: _____
Registered Association: _____ Reg. #: _____
Microchip Number or Tongue code: _____
Age of Mare: _____ How many prior foals: _____ Maiden Mare Y/N

Mare Owners Information:

Name of Mare owner: _____
Address: _____
City: _____ State: _____ Zip: _____
Cell: _____ Work phone: _____
Email: _____ Fax: _____

Veterinarian Information:

Name of Vet: _____
Address: _____
City: _____ State: _____ Zip: _____
Cell: _____ Office phone: _____
Email: _____ Fax: _____

Semen Shipping:

Receiving Party: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Cell: _____ Office phone: _____
Email: _____ Fax: _____

Special Promotions (To be completed by Extreme Friesian Stables LLC ONLY):

Deposit Amount of \$ _____ Balance due before breeding or 1st Shipment _____