

Sinclair B Test Breeding 2008 Breeding Agreement

Fresh Cooled Shipped Semen only – Canada Version

This Breeding Agreement is made and entered by and between _____
of (address) _____
(telephone) _____ hereinafter referred to as Mare Owner and
Greenstone Farm, LLC of 4138 Mt. Airy Rd. Culpeper, VA 22701, telephone, (540) 423-9337.

1. Greenstone Farm, LLC hereby gives and Mare Owner(s) hereby accepts a breeding to Bavarian Warmblood (dark bay and white Pinto) stallion Sinclair B, registration number DE 384 850080591. This horse will be hereafter referred to as "Stallion". This Breeding Agreement entitles Mare Owner to breed Mare Owner's mare listed below to Sinclair B through artificial insemination.
2. Mare Owner is entering this agreement with the full knowledge that in 2007 several foals sired by Sinclair B were born with a lethal heart defect which caused the foal to not survive immediately after birth. Mare Owner further understands that there is evidence suggesting that this phenomenon was caused by environmental factors to which the mare was exposed and is not related to the stallion. Mare Owner also acknowledges the possibility that the lethal heart condition could be genetic in nature in which case there is a risk of having a foal that does not survive as a result of this breeding.

Please initial here _____ if you understand the above paragraph and agree to enter the agreement for the Sinclair B Test Breeding 2008 at your own risk.

3. Mare Owner also agrees by entering this agreement that should the breeding result in a still born foal or if the foal does not survive past four weeks of age then the Mare Owner is obligated to have a necropsy of the foal performed at a State Lab or should a State Lab not be within reasonable distances; that the structure of the heart from the foal be examined by a licensed veterinarian. Mare Owner then agrees to send the findings of the report from the examination to Greenstone Farm, LLC. Upon receipt of the examination of the heart by a licensed veterinarian or state lab, Greenstone Farm, LLC agrees to send the Mare Owner a check in the amount of \$100.00. Should the structure of the heart be found normal or different from the lethal defect seen in the foals 2007 then the mare is entitled to be re-bred under the Live Foal Guarantee with the same terms and conditions of this contract.

Please initial here _____ if you understand the above paragraph and agree to have a necropsy performed at a state lab (or at the very minimum the structure of the heart examined by a licensed veterinarian) and send the results to Greenstone Farm, LLC should the foal not survive.

4. Mare owner has read and understands all of the information contained in the Frequently Asked Questions document attached to this contract.

Please initial here _____ if you have read and understand all of the information in the Sinclair B Test Breeding 2008 Frequently Asked Questions.

By signing this Agreement, the Mare Owner confirms a reservation to breed the following mare to Sinclair B for the Sinclair B Test Breeding 2008 :

Name of Mare:
Color/Descrip.
Breed:
Reg. #:
Sire:
Dam:

2. Mare Owner agrees to pay the following fees to Greenstone Farm, LLC for services rendered.

A) A **non-refundable** Booking Fee of \$0.00 in US dollars.

B) A **non-refundable** (see Live Foal Guarantee paragraph 4) Stud Fee of \$ 0.00

C) A Collection Fee of \$200.00 per collection must be received **before** semen will be collected and shipped. The Collection Fee includes: collection, shipping container and shipping costs. Overnight shipment may not be possible to all areas of Canada. Please contact Greenstone Farm, LLC to make sure service is available to your area.

3. Collection Policies

A) 24 hour notice must be given prior to collection or collection cannot be guaranteed

B) Greenstone Farm, LLC will collect Monday through Friday

C) Shipments may be sent Fed Ex or UPS overnight

D) Greenstone Farm, LLC does **not** provide counter to counter service

E) If collection for more than one mare occurs **at the same time** for the same Mare Owner then only \$150.00 will be charged as a Collection Fee for each additional mare.

4. Live Foal Guarantee

A) If the Mare Owner's mare aborts or fails to produce a single live foal that can stand up alone and nurse within 24 hours after birth, or has a foal that perishes within four weeks after being born, Mare Owner is entitled to re-breed the mare under the same terms of this contract **if and only if** the Mare Owner has a necropsy of the foal or at the very least the structure of the heart examined within 24 hours of the death of the foal by a licensed veterinarian or at a state lab facility.

Upon completion of the examination of the deceased foal's heart, the Mare Owner must furnish a satisfactory certificate issued by a licensed veterinarian attesting to the occurrence within thirty (30) days from the date of death to Greenstone Farm, LLC. Upon receipt of the certificate stating the cause of death and or the normalcy or

abnormality of the foal's heart; the mare will be entitled to a re-breed to Sinclair B under the same terms of this contract and Greenstone Farm, LLC will send the Mare Owner a check in the amount of \$100.00.

B) If a licensed veterinarian determines that the mare is unsuitable for breeding, the mare owner may substitute a new mare. This substitute mare shall be bred under the same terms and conditions as the original mare.

5. Forfeiture of Live Foal Guarantee

A) Fails to produce the veterinary certificate referenced in paragraph 4, above;

B) If it is determined that the heart condition is genetic in nature and is related to the stallion.

C) If the mare fails to produce a live viable foal within two years from the date of this Breeding Agreement.

D) The Live Foal Guarantee is not transferable. E.g., there shall be no right of return service to the Stallion or Live Foal Guarantee if the Mare(s) is sold or otherwise changes ownership after entering into this Breeding Agreement.

6. Warranties and Disclaimers

A) Greenstone Farm, LLC only assumes responsibility that a minimum of 1 billion progressively motile sperm per breeding dose of semen is live and viable upon placement in the shipping container. Once the shipping container leaves the possession of Greenstone Farm, LLC, Greenstone Farm LLC is no longer responsible for the condition and treatment of the semen.

B) Greenstone Farm, LLC is not responsible for lost, delayed or damaged semen.

C) Greenstone Farm, LLC will provide stallion breeding reports to Mare Owner for the mare listed on this Breeding Agreement to make registration for the resulting foal possible in any of the registries in which Sinclair B is approved. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry and will pay all associated fees and expenses.

D) Mare Owner shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whatsoever by death, disease, injury, infection or otherwise. Mare Owner(s) agrees to hold harmless Greenstone Farm, LLC, and its employees, agents, officers and assigns from any liability for any and all damages associated therewith.

E) Greenstone Farm, LLC is not responsible for untimely or negligent insemination or failure of insemination. Mare Owner agrees to hold harmless Greenstone Farm, LLC, and its employees, agents, officers and assigns from any liability for any and all damages associated therewith.

F) Mare Owner will have a veterinarian check Mare for normal breeding conditions and

to perform, at Mare Owner's expense, pregnancy testing or such other veterinary care as necessary.

G) Mare Owner agrees to hold harmless and release Greenstone Farm, LLC and all of its respective members, managers, employees, agents, insurers, heirs, assigns, affiliated persons, and others, acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain from any cause whatsoever arising out of the breeding of Mare (except if such damages were caused by Greenstone Farm, LLC's gross negligence or wanton and willful misconduct). Mare Owner further agrees to release and hold Greenstone Farm, LLC harmless from any liability if Mare does not settle in foal.

H) Mare Owner has been given information regarding and is aware of the lethal heart defect foals sired by Sinclair B had in 2007. Mare Owner is also aware that this heart condition could be genetic in nature and not environmental as evidence is presently indicating. Mare owner is entering this agreement at their own risk and have not been coerced, pressured or mislead in anyway by Greenstone Farm,LLC or its agents.

Except for any other written agreements that Mare Owner and Stallion Owner may sign, such as a Boarding Agreement or Liability Release, this Agreement contains the entire understanding of the parties in respect to its subject matter; there are no oral or written promises or representations upon which the Mare Owner is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by both Mare Owner and Greenstone Farm, LLC. The invalidity or unenforceability of any terms or clauses of this Agreement shall not affect the validity and enforceability of any other terms or clauses.

The Agreement shall be construed in accordance with and shall be governed by the laws of the State of Virginia. Any legal action must be brought in the county of Orange.

OR

The parties to the Agreement mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in Orange County Virginia.

Mare Owner has read and accepts all terms appearing on each of the five pages of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, A.D., 2008.

BY:

Greenstone Farm LLC	Witness
Authorized representative	

Of:

4138 Mt. Airy Rd.
Culpeper, VA 22701
(540)423-9337

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, A.D., 2008.

BY:

Authorized representative (Mare Owner)	Witness

Of:

Ship Semen to this address:

Business Name:

Attn.:

Address:

City, State, Zip:

Phone number:

Other instructions:

FAQs about the "Sinclair B Test Breeding 2008"

1. What exactly was wrong with the foals born in 2007 with the heart defect?

Generally speaking, the vessel that supplies and transports blood from the heart to the lungs originated in the wrong place in the hearts of these foals.

Below are excerpts from all four of our necropsy reports. The first necropsy report was the second case to be seen in the area and was at the beginning of what would become a large number of foals, calves and llamas to be seen with this condition. The second and third necropsy report were also from foals that were born soon after the first case and not much information was available. At that time all of the veterinarians we consulted suspected the problem was genetic and not environmental. The last report was done after veterinarians had started to see this affliction in not only foals but also many calves and some llamas. Although veterinarians do not know the exact cause of the problem they feel that it is more likely from environmental factors rather than genetic ones.

First excerpt - "The aorta originated from the right atrium.... In a normal heart, the aorta originates from the left ventricle. Blood from the left ventricle supplies the entire body. Because of this, the colt could only have lived as long as he could receive oxygen from his mother's blood. Once he was separated from that supply he could not survive. The developmental anomaly in the heart was a congenital defect. Congenital defects may be caused by environmental or genetic factors, or a combination of both."

Second excerpt - "... The aorta originated from both the left ventricle and the right atrium. The vessels from each structure were fused together and ran parallel for 7cm and then combined forming the aorta. The likelihood that this cardiac anomaly is genetically founded has increased with now a second case."

Third excerpt - "...The aorta originated from both the left ventricle and the right atrium. Of the two chambers, the right atrial attachment was larger. The heart anomaly was consistent with the first two cases performed recently.

Fourth excerpt - "The only abnormality found in the fetus was the overriding aorta with a branch to the pulmonary artery. **In the past, this defect was attributed to genetic factors. At present, with many species exhibiting the same defect, environmental toxins appear to be more likely responsible for the congenital defect of the great vessels.**"

We have been informed by the lab which performed these necropsies that they have been contacted by veterinarians in California about spring calves which have been born with this defect and from a veterinarian in Kentucky about an afflicted foal. All of these cases from other states have occurred during the 2008 birthing season.

On the positive side, farms which were gravely affected by losses in our area in 2007

have so far (as far as we know) not had any issues in 2008. We also have had two Sinclair foals (one out of our mare and another out of a mare 10 miles down the road) which were both born as normal healthy foals. Hopefully this means that whatever caused this heart defect in our area is no longer an issue.

Many meetings have been held with veterinarians, pathologists, ecologists and farmers to try to determine a common cause or agent. So far there is nothing to link any of the farms and afflicted animals together. Feed, fertilizers, pesticides, pasture, vaccinations, and management of the animals has differed from farm to farm. Some farms have had great losses while their neighbors or animals in neighboring fields have not had any occurrences. This problem really has a lot of experts scratching their heads.

2. If the veterinarians are confident that the cause of this heart defect is environmental then why are you not going back to selling stud service for Sinclair B? Why are you offering a free test breeding?

We are confident in the veterinarians' opinions; however, since there is a chance that the cause could be genetic (even though small based on the evidence) the 2007 foal crop was our first foal crop by Sinclair B on our farm, we want to be 100% sure that the problem is indeed environmental. As breeders and stallion owners, it is our goal to be as honest and responsible as possible.

We are also hopeful that once breeders see the quality of foal that Sinclair B sires, they (or you) will want to breed to him again even if the stud fee and booking fee are not given at no charge.

3. What information will this study give you? How will you determine if the cause of the problem is environmental or genetic?

If the problem is from environmental causes, then foals born outside our local area should not be affected. The veterinarians believe that the problem is caused by the mares (cows & female llamas) being exposed to something in the environment that is producing a change in the structure of the fetus' heart during development.

The percentage of Sinclair's foals confirmed with this defect lost during the 2007 year was approximately 50% (all local). Should the cause be genetic then we would expect to see a similar percentage of foals born with the same heart defect in all locations and not just from foals confined to a local area. It is our belief that this is most likely not the result this "study" will have based on the evidence which we have but it cannot be positively ruled out as a possibility until there are more foals sired by Sinclair B on the ground.

4. What if I have a foal that does not survive? What happens then?

If you are unfortunate enough to have a foal that does not survive then we would ask that you have a necropsy or at the very least have a veterinarian look at the structure of the foal's heart to determine if it is normal. (We understand that this may be a gruesome thing to ask for some people but without the information as to how the foal died we cannot learn anything that would help us determine if what happened in 2007 was environmental or genetic. If you don't think you can have your foal examined if it does not survive then please do not participate in this "study"). Once you have a report about the cause of death or the structure of the heart then please send a copy of the report to us here at Greenstone Farm, LLC. We will then send you a check for \$100.00 for your trouble. It costs us about \$65.00 to have a foal necropsied at our state lab. The lab will also cremate the remains as part of the service.

Should it be determined (as we expect) that the problem is environmental then we would offer a re-breeding to your mare under the same terms of this "study" with a \$200.00 collection fee as the only cost for the breeding.

Should it be determined that the problem is genetic (which we don't expect but is a possibility) then we would thank you for your time and effort; however, we could not offer a rebreeding to your mare because we could not in good conscience allow Sinclair B to keep breeding with the possibility of perpetuating a severe genetic flaw.

5. Is there any risk to my mare during foaling if the foal does not survive? Is there a higher chance of dystocia (malpositioned foal for the birthing process)?

The foals we had with this heart defect were still alive when they were born. They expired after the mare was no longer supplying oxygen to their blood which happened as soon as the umbilical cord severed. Because the foal is alive in the womb, the foal gets into the proper birthing position. There is no greater risk to your mare during the foaling process than if she had been bred to any other stallion.

6. Is there a limit to the number of mares that I can breed to Sinclair B for the "Sinclair B Test Breeding 2008"?

No, there is no limit to the number of mares that can participate in this program. We ask that a contract be signed for each mare that participates.

7. Why is the Collection Fee to Canada higher than it is for the US?

We designed the Collection Fee to cover our costs. Unfortunately when shipping to Canada the amount UPS and Fed Ex charge exceeds our costs. We are happy to ship to Canada provided we can get a shipment there overnight but we have to charge a higher amount to have our costs met. The Collection Fee includes collection, shipping container and shipping.

If you have questions that are unanswered or if you would like more information, please don't hesitate to contact us at (540)423-9337 or Email carolyn@greenstonefarm.com We will do our best to give you the information you need.