



2009 STALLION SERVICE CONTRACT (U.S.)

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This stallion service contract is made by and between Tami Johnson dba Windenhill ("Farm") and _____ ("Purchaser") for breeding of the mare, _____ ("Mare"), AMHA Reg. No. _____ to the stallion, SHANGHAI, AMHA Reg. No. 00153549 ("Stallion") for the 2009 breeding season ("Present Breeding Season"); subject to the following terms and conditions:

1. THE MARE:

- a. [CHECK ONE] ___ Purchaser is the legal owner or lessee (with right to breed) of the mare and desires to purchase semen to artificially inseminate the mare. Use of this semen is limited to the mare covered by this contract. Embryo Transplants are prohibited without prior written permission of the Farm; OR ___ Purchaser is the legal owner or lessee (with right to breed) of the mare and desires to purchase live cover services or on-farm artificial insemination for this mare.
- b. Farm requires that the Mare is examined by an acceptable veterinarian between 30 and 60 days after the last day bred and Farm notified of her pregnancy status by day 60 after the last day bred or all return services set forth in Section 4 below are null and void.
- f. Purchaser agrees to assume all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare whether by death, disease, injury, infection, or otherwise, and by any cause whatsoever including inappropriate, untimely, or negligent insemination or failure of insemination. Purchaser therefore agrees to hold the Farm, its owners, officers, directors, employees, agents, or stallion mangers harmless for any and all damages associated therewith. All reasonable precautions will be taken to insure the safety and good health of the mare, however, Purchaser agrees to be responsible for any veterinary care administered while Mare is on premises.

2. FEES:

Purchaser agrees to pay Farm or its agent the following fees:

The 2009 Stallion Service Fee for the stallion SHANGHAI is \$1,500.00 in U.S. funds, payable as follows: A booking fee of \$500.00 must be returned with a signed copy of this contract to reserve a service for the 2009 breeding season. The balance of \$1,000.00 is due before the first shipment of semen or when the mare is delivered to the Farm for breeding.

- a. For shipped semen: A credit card number (MC/Visa) and/or Federal Express account number must be on file with Farm for shipping charges on outbound shipments. (See last page of this contract)
Semen Collection: There will be a \$200.00 per collection fee for each of the first four collections, \$300 for any further collections during the same season for the same mare.
Container Return: There is no container deposit required, however, after receipt and use of semen, container must be shipped back to Farm or its agent within 7 days by Federal Express 2-day, USPS Priority Mail or UPS Blue Label (2 day) delivery insured for \$300. There will be a \$25 per day late container fee. Disposable containers do not need to be returned.
- b. If credit card is inactive or does not have an available balance sufficient to cover the collection fees, and/or additional shipping charges, Purchaser agrees to pay all unpaid or additional costs promptly upon demand by farm. In addition, if Purchaser fails to pay any amount due hereunder for more than 30 days after notification from Farm, Farm is not obligated to perform further under the contract until all past-due amounts have been paid current.
- b. If mare is to be live covered or bred via on-farm A.I., board will be charged to the mare owner in the amount of \$7.50/day mare only, \$10/day mare with foal. All board fees must be paid in full before mare leaves the Farm. No additional collection or cover fees will be charged for breeding. It is requested that the mare owner provide any future scheduled dates for worming or vaccinations on the mare if they may need to be performed while the Mare is at the Farm.
- c. Stallion owner agrees to sign registration application for foal, assuming all costs and fees have been paid, upon notification of a live birth. Purchaser agrees that Farm can withhold this Signature if any amounts are remaining unpaid to Farm.

3. RESERVATIONS FOR SEMEN:

Farm's receipt of this Stallion Service Contract confirms the Mare's reservation to breed to the Stallion for the Present Breeding Season, which shall extend from March 1st to August 1st, 2009. Exceptions to this time frame may be made by special arrangement with Farm at Farm's discretion.

- a. All semen orders must be received by 5:00 pm Central Standard Time of the day before the collection date. Late requests will be honored only if collection is possible.
- b. Purchaser understands and accepts that there will be times when the Stallion may not be available for collection due to prior commitments or circumstances. It is the Purchaser's responsibility to contact Farm to determine the dates on which the Stallion will not be available. Please be considerate and give the farm immediate notice when the mare begins her heat cycle so they can be prepared for collecting and shipping when needed.

