

Shooting Star Farm

PO Box 589
Spofford, NH 03462
(603) 363-4301

Stallion Service Contract

This contract is made by and between Shooting Star Farm("Farm") and

_____ ("Purchaser") for breeding of the mare,

_____ ("Mare"), to the stallion, _____

("Stallion") for the 20__ breeding season("Present Breeding Season"); subject to the following terms and conditions:

1. THE MARE:

- a. The mare to be bred is a(Breed)_____, (Color)_____;
foaled in (Year) _____; registration # _____;
by (Sire)_____, out of (Dam)_____,
by (Dam's Sire)_____.
- b. 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.
- c. Purchaser shall return a copy of Mare's registration papers with this contract.
- d. We recommend that the mare be ultrasounded between 15 and 21 days following insemination, ultrasounded again between 28 and 45 days to confirm pregnancy. Finally, Farm requires that the Mare is examined by an acceptable veterinarian between days 30 and 60 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.
- e. 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.

2. FEES:

- a. Purchaser agrees to pay Farm or its agent the following fees:
The Stallion Service Fee of _____ in _____ funds is due in full upon positive pregnancy determined by an acceptable veterinarian by day 60 following the last day bred.

Payment will be made by (Circle One) check or credit card, information as follows:

CC# _____ exp. _____

name _____

- b. For shipped semen: A credit card number (MC/Visa) must be on file with Farm. Unless otherwise indicated, the above listed credit card will be used.

Semen Collection: There will be a \$175. per collection fee, which includes shipping via Fedex, next day delivery, in most situations. If the shipping costs exceed normal costs, then an additional may be charged at the complete discretion of the Farm.

Container Return: After receipt and use of semen, container must be shipped back to Farm or its agent within 2 days by Fedex or UPS, next day delivery. There will be a \$25. per day late container fee.

Disposable containers do not need to be returned.

- c. If credit card is inactive or does not have an available balance sufficient to cover the Stallion Service Fee, 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 obliged to perform further under the contract until all past-due amounts have been paid current.
- d. Purchasers breeding mares to the stallion, Iroko, and planning on registering the resulting foal with the NA/WPN are subject to an NA/WPN mare surcharge of \$75. It is the Farm's responsibility to collect this fee and send it to the NA/WPN.
- e. A Breeding Certificate will be provided to the Purchaser for use in the foal's registration, assuming all costs and fees have been paid, upon notification of a live birth. Purchaser agrees that Farm can withhold this Certificate if any amounts are remaining unpaid to Farm.

3. RESERVATIONS FOR SEMEN:

Farm's receipt of the above Stallion Service Contract confirms the Mare's reservation to breed to the Stallion for the Present Breeding Season, which shall extend from March 15 to August 17, 2004.

- a. Semen will be collected on any Monday, Tuesday, Wednesday, Thursday, and Friday that Fedex ships for next day delivery. **All semen orders must be received by 5:00 pm Eastern Standard Time of the day before the collection date.** Late requests will be honored only if collection is possible.
- b. All orders for semen shipments shall be filled as received, subject to availability of the Stallion's semen. If there is insufficient semen to fill all orders for a given day, the Stallion Manager will determine which orders are to be honored. This decision will be based on information provided by Purchaser's veterinarian.
- c. Purchaser understands and accepts that there will be times when the Stallion, Donatelli, may not be available for collection during his competition schedule. It is the Purchaser's responsibility to contact Farm to determine the dates on which Donatelli will not be available.

4. RETURN OF SERVICE

Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth in Paragraph 5 below. However, the mare shall have the right of return to the Stallion's service in the following Breeding Season, and in the next Breeding Season only in the following circumstances:

- a. If the Mare does not settle during the Present Breeding Season AND the entire Stallion Service Fee has been paid in full to Farm, she is eligible for a return of service to the Stallion if the Purchaser submits a veterinarian's certificate to that effect. Purchaser recognizes Farm's right to require a negative intrauterine culture certificate prior to the Mare's Return of Service.
- b. If the Mare is examined in foal, but becomes barren during gestation AND the entire Stallion Service Fee has been paid in full to Farm, she is eligible for a return of service if Farm receives a veterinary certificate of barrenness.
- c. If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and that subsequently dies due to this inability, AND the entire Stallion Service Fee has been paid in full to Farm, she is eligible for a return of service upon Farm's receipt of veterinary inspection.

- d. If Mare becomes unfit for breeding or otherwise unbreedable, and such condition is verified by a certificate signed by a veterinarian acceptable to Farm, AND the entire Stallion Service Fee has been paid in full to Farm, Purchaser may, with permission from Farm, substitute another mare.
- e. In the case of return of service, all fees outlined above must be paid for the current Breeding Season.
- f. The return of service guarantee is valid for two (2) Breeding Seasons following the Present Breeding Season.

5. REFUND OF FEES:

This contract shall be null and void and Purchaser shall be entitled to a refund of any amount paid hereunder if the Stallion should die or become unfit for service prior to servicing the Mare in the Present Breeding Season. The Purchaser shall not be entitled to any refund if the Stallion should die or become unfit for service after the semen has been shipped, or in any subsequent Breeding Season.

6. NON-ASSIGNMENT:

This contract cannot be assigned or transferred by Purchaser. There shall be no right of return to the Stallion if Mare is sold or otherwise changes ownership.

7. WARRANTY:

The Farm is not responsible for lost, delayed or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. The Farm makes no warranties other than those expressly stated in this agreement. All other warranties, expressed or implied, including but not limited to the warranties of merchantability and fitness for purpose are hereby disclaimed and excluded from this transaction.

8. MISCELLANEOUS TERMS:

Purchaser's remedies under this Agreement are limited to return of service under 4 or Refund of Fees under 5 above. In no event will Farm or any Agent for or of Farm be liable for special, compensatory, consequential or other damages of any kind. Under no circumstances shall Farm's liability to Purchaser for any reason exceed the sum or value of Purchaser's payments to Farm under this contract. Purchaser shall be liable for any and all costs incurred in the collection of any sums owed, including costs and attorneys' fees. Purchaser agrees to pay all expenses and attorney's fees incurred by Farm in defending any claims for which Purchaser has agreed to release, discharge, indemnify, and hold harmless Farm, its owners, officers, directors, employees, agents, and stallion managers. The parties agree that any litigation between them will be conducted in a court of competent jurisdiction in Cheshire County, New Hampshire, or, in the event federal courts have jurisdiction, the United States District Court for New Hampshire, sitting in Concord, NH.

9. GOVERNING LAW:

This contract shall be governed by the laws of the State of New Hampshire and shall be binding upon the parties hereto and their heirs, personal representatives, successors, and permitted assigns, if any.

10. AGREEMENT:

This contract is intended to be the parties final expression of their agreement and as a complete and exclusive statement of the terms thereof, all prior negotiations and representations (oral or written) having been merged and incorporated herein. No course of prior dealings between the parties, or their officers, employees, or agents shall be relevant or admissible to supplement, explain, or vary any of the terms of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

SHOOTING STAR FARM

PURCHASER

by: _____

by: _____

name: _____

name: _____

title: _____

title: _____

dated: _____

dated: _____