

# STALLION SERVICE CONTRACT

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## Transported Cooled Semen

This certifies \_\_\_\_\_, herein referred to as Mare Owner, has  
Owner of mare (as it appears on registration)

engaged one service to *Cools My Daddy* for the 2010 season at \$\_\_\_\_\_ for the following mare:

Mare Name \_\_\_\_\_ Reg No. \_\_\_\_\_ Breed \_\_\_\_\_ Year Foaled \_\_\_\_\_

Color \_\_\_\_\_ Sire \_\_\_\_\_ Dam \_\_\_\_\_

Expected date of shipment \_\_\_\_\_

Mare is: Maiden Open In Foal (last breeding date) \_\_\_\_\_ Wet (foal born) \_\_\_\_\_

Painted Dreams Farm, owner of the above named stallion, will herein be referred to as Breeder.

### This service agreement is engaged subject to the following:

1. A booking fee of **\$250** (non-refundable) of the above fee is payable with this contract. The balance is due prior to the first shipment of semen. Each shipment will be \$300 per shipment.
2. Overnight shipping via FedEx Priority overnight is included in the collection fee. "Counter-to-Counter" same day service is not available.
3. The **breeding season** in force for this contract shall begin **February 1 and close June 30** of the year covered by this contract.
4. The mare offered for breeding shall be in a healthy and sound breeding condition and free from infection or disease. All mares must have a clean uterine culture prior to breeding. A photostatic copy of mare's registration papers (both sides) must accompany signed contract.
5. The mare owner shall contact Painted Dreams Farm by 1:00 pm EST the day prior to collection day to order semen. The stallion will be collected on **Monday, Wednesday, and Friday**. Saturday collections will be performed at special request only. All appropriate fees must be paid prior to collection. Mare Owner may cancel the shipment up until 8:00 am EST on the day of shipment at no penalty. All requests for semen shipments are filled as received and subject to availability.
6. The Breeder is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to semen except that it is the stallions' and is viable at the time of shipment.
7. Painted Dreams Farm will ship to one mare through a total of three heat cycles. If the mare fails to conceive during that period, the mare must come to Painted Dreams Farm to be serviced should the mare owner desire to continue breeding in the current year.
8. **Live Foal Guarantee (LFG)**. It is agreed that a live foal is guaranteed from this mating. Live foal means the foal shall stand and nurse. If the mare proves barren, aborts her foal or if the foal is stillborn, a return season will be guaranteed the following season only. This LFG will apply only if written certification is provided by a licensed veterinarian within 7 days that the mare has aborted or produced a non-viable foal; and if the mare has been properly vaccinated for Rhinopneumonitis as indicated by the drug manufacturer (Booster at 5<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> month of gestation). In addition, the Breeder requires that the mare be checked for pregnancy by ultrasound examination at 14-16 days and again at 25-35 days.
9. **Live Colored Foal Guarantee (LCFG)**. For Paint Mares only, if resulting foal is born solid, Breeder offers a rebreed at half the current advertised fee for the following year only. Mare owner will be

subject to semen collection fees and deposits on all rebreeds. For Quarter Horse mares, LFG only applies.

10. It is further agreed that should the above stallion die or become unfit for service, the breeding fee will be returned. If the mare dies or becomes unfit to breed, another mare may be substituted with the stallion owners consent.
11. A **Breeders Certificate** will be issued to Mare Owner after foal is born and all financial obligations incurred by the Mare Owner are settled.
12. **Waiver of Liability.** Responsibility for insurance and risk of loss passes to the Mare Owner with this contract. Owner assumes the unavoidable risks inherent in all horse-related activities: including, but not limited to the semen, shipping container, owner's horse(s), owner, and family members. Owner agrees to indemnify and hold harmless the stallion breeder, agents, veterinarians, employees, and family.
13. This contract is made and entered into in the County of Carroll, the State of Maryland, and that it shall be interpreted, enforced and transacted under the laws of said state, and within the designated county, regardless of the manner of breeding solicitation.
14. Mare owner signature on this contract indicates that he/she has read and fully understands all of the terms and conditions outlined herein, and accepts this contract as a legal and binding instrument.

**OWNER INFORMATION**

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

*I accept the above agreement*

\_\_\_\_\_  
Mare Owner signature

\_\_\_\_\_  
Print Above Signature

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

Telephone: \_\_\_\_\_

**SHIPPING INFORMATION**

Ship To: \_\_\_\_\_

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

Home Ph: \_\_\_\_\_

Cell Ph: \_\_\_\_\_



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