

Stallion Service Contract for Bolero 897

This Agreement, made and entered into this _____ day of _____, 20____, by and between Ellen Acres, 3912 Ronda Road, Pebble Beach, CA 93953, hereinafter called "EA" and

Name of Purchaser

Street Address

City

State

Zip Code

hereinafter called "Purchaser", for the breeding of Purchaser's mare to EA's Swedish Warmblood Stallion, Bolero 897, for the present breeding season subject to following terms and conditions:

I. Purchaser agrees to use the semen provided by EA from Bolero 897 to breed the Mare named:

Name of Purchaser's Mare

Breed: _____, Registration #: _____ Date of Birth: _____

Sire of Mare: _____ Dam of Mare: _____

Color and Markings: _____

All payments, notice, and inquiries under this contract must be made to Ellen Acres care of Suzanne Thomas, 3912 Ronda Road, Pebble Beach, CA, 93953. Telephone: 831.625.5005; Fax: 831.625.6134; E-mail: EllenAcres@aol.com.

II. Duties of EA:

EA shall provide and ship 2 (two) Insemination Doses Units (IDU) of semen suitable for artificial insemination to the Purchaser at the address specified below upon 24 (twenty-four) hours notification from the Purchaser.

EA shall fill all orders for semen as received subject to semen availability. EA shall ship semen no more than twice during a heat cycle unless otherwise agreed in writing. Subject to availability, shipment will be via next day commercial delivery upon 24 hours notification from Purchaser or as soon thereafter as available.

EA's objective is to provide a live foal, defined as a foal that stands and nurses a substitute mare, or other nursing apparatus, within 48 hours of birth. If a live foal does not result from this mating, as evidenced by a veterinary certificate within one week of foaling, the Purchaser is entitled to a return privilege in the current or next breeding season, only for the same mare or a substitute mare approved by the Stallion Owner. Said veterinary certificate must set forth the event giving rise to the right to return breeding and must further certify that the loss of a live foal was not due to the Purchaser's neglect.

III. Duties of the Purchaser:

Purchaser agrees to provide a veterinarian certificate for the above Mare to EA verifying that the mare is healthy and in sound breeding condition and which also provides evidence of a current immunization for equine rhinopneumonitis and negative uterine culture.

The Purchaser agrees to notify EA on the first day of the Mare's heat cycle via the above telephone number or e-mail address. Purchaser agrees to order semen at least 24 (twenty-four) hours in advance of the date the semen is to be shipped via the same method.

EA shall confirm semen order no later than 8:00 p.m. PST the day received. If the Purchaser does not receive

confirmation from EA, it is the Purchaser's responsibility to contact EA again.

The shipped semen shall be administered to this Mare by a licensed veterinarian on the date of delivery. The handling and care of the semen shall be the responsibility of the Purchaser upon receipt. Insemination record shall be maintained on EA provided Breeding Passport which shall be completed by the Purchaser and inseminating veterinarian and returned within ten days after the mare is determined to be in foal or when no further breeding is planned.

The Purchaser shall keep the Mare in good physical condition throughout the pregnancy, vaccinate her for rhinopneumonitis at 5, 7 and 9 months of pregnancy and deworm the Mare every six to eight weeks.

It is understood and agreed that this Stallion Service Contract must be used within two years or it will become null and void, ab initio, and all fees paid shall not be refundable.

IV. Fees:

The Purchaser agrees to pay a Nonrefundable Booking Fee in the amount of \$450.00 (four hundred and fifty dollars) for the reservation of the service of the Stallion. The booking Fee is due upon the execution of this document. The Booking Fee is deductible from the Stallion Service Fee if the fee is paid.

The Purchaser shall pay to EA the sum of \$1,695 (one thousand, six hundred and ninety-five dollars) Stallion Service Fee for the services of the Stallion. This fee must be received two weeks prior to the shipment of semen.

The Purchaser shall make a Deposit with EA in the amount of \$450.00 (four hundred and fifty dollars), two weeks prior to shipment of semen. This Deposit is applied to the following costs which shall be the obligation of The Purchaser and shall be deducted from said deposit until used up.

1. Stallion collection cost of \$185.00 per collection. Shipping Fees for overnight carrier are approximately \$60.00. Counter to Counter air courier service shipping fees are at least \$75.00 per shipment.
2. Shipping Container Deposit in the amount of \$200.00 (two hundred dollars). If shipping container or contents are lost or damaged significantly, the Purchaser shall be responsible for repair or replacement cost thereof.
3. Shipping Container Late Fee in the amount of \$20.00 per day shall be charged for failure to return the semen shipping container in good condition by commercial carrier within five business days.

V. Return Privileges

If the Mare fails to conceive, abort or the foal fails to stand and nurse, it is the responsibility of the Purchaser to inform EA in writing, attested by a licensed veterinarian within 10 (ten) days of the event. If such statement is not received within the stated time, Purchaser will lose any return privileges.

In any case, the Purchaser agrees to re-breed the Mare as soon as she is fit. The re-breeding privilege will only be granted for one subsequent year to the same mare, and in no event will the total re-breed attempts exceed two (2) times in any one season. The required Booking Fee, all deposits, shipping and collection fees must be paid as herein set out for the subsequent year.

If the Mare is to be re-bred and the Purchaser fails to request shipped semen the following year, then any and all fees paid shall not be refundable and this contract is hereby canceled.

Other Terms:

In the event the Mare is sold, transported out of the continental United States, or changes ownership, the fee, if unpaid shall immediately become due and payable and there shall be no refund of said fee to anyone under any circumstances.

If the Stallion should die, be sold, or for whatever reason, become unfit for service before the mare is pronounced "in-foal" as a result of the insemination, then this contract shall be null and void. Only the Stallion Service Fee shall be refunded and that only in the original year.

