



2012 Stallion Service Agreement Fresh Cooled Shipped Semen

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This "**Agreement**", made and entered into this ____ day of _____, 20____, by and between Fox Creek Equestrian Center, Inc. ("**Farm**") and _____ ("**Mare Owner**") defines the terms and conditions under which the "**Mare Owner**" agrees to purchase and the "**Farm**" agrees to deliver fresh cooled semen from the below selected "**Stallion**" for breeding to the "**Mare**" as described in the attached Mare and Breeder Profile during the defined "**Term**".

X	Stallion	Stud Fee	Booking Fee
	Benno's Dream	\$800.00	\$200.00
	Chicco B	\$800.00	\$200.00
	FS Daily Hero	\$800.00	\$200.00
	Northwind Catcall	\$800.00	\$200.00
	Fox Creek's Diamond King	\$400.00	\$100.00
	Fox Creek's Jack Sparrow	\$400.00	\$100.00

1. Fees: Mare Owner agrees to the following terms and conditions of payment for all fees due under this Agreement:

- a) **Booking Fee:** A one-time, non-refundable Booking Fee is payable by Mare Owner to the Farm immediately upon the signing of this Agreement to confirm Mare Owner's reservation of the Stallion for the Term.
- b) **Stud Fee:** A one-time, non-refundable Stud Fee must be paid in full prior to the **first** shipment of fresh cooled semen.
- c) **Collection Fee:** in the amount of \$100.00 must be paid in full prior to **each** collection of semen.
- d) **Shipping and Handling Fees:** must be paid for by credit card or FedEx account number prior to or at the time of **each** shipment of fresh cooled semen. Such fees include all charges for transportation to and from airports, ground and air freight and fees for special handling plus applicable sales tax and are subject to change without notice. Mare Owner is responsible for filing any claims with the shipper for lost or delayed shipments.
- e) **Discounts:** The Mare Owner may qualify for the following discounts:
 - i. Early Bird: Booking Fee is waived if a breeding is reserved by February 1
 - ii. 10% Discount:
 - 1) Returning Breeder
 - 2) Multiple Mare
 - 3) Quality Mare: (available for mares awarded Premium status by one of the following pony breed registries: ISR/Oldenburg, RPSI, Weser-Ems, or is a Premium Warmblood mare and/or has produced a minimum of 3 premium offspring)

- f) **Late or Damaged Container Fees:** The Farm utilizes the "Equitainer" to ensure the viability of fresh semen during shipping. Mare Owner agrees to ship the Equitainer back to the Farm using the enclosed return shipping label on or prior to the second (2nd) business day following the date of receipt of the Equitainer. A late fee of \$25.00 per day will apply if the Equitainer is not received by the Farm within five (5) business days following the date of the Farm's shipment to Mare Owner. The Equitainer must be returned clean and undamaged. If ballast bags, coolant cans or the Equitainer itself are missing or damaged, Mare Owner will be charged for replacement of damaged parts or, if applicable, for the replacement cost of the Equitainer. The Mare Owner is exclusively responsible for insuring the shipment for any damage caused during or delays in shipping and for filing claims with the shipper with respect thereto. The Farm may also utilize a disposable container depending on circumstances.
- g) **Method of Payment:** Mare Owner may pay "Booking Fee", "Stud Fee", and "Collection Fee" by one of the following methods: check, money order, PayPal, electronic check via Quickbooks invoice, or credit card. "Shipping and Handling" fees must be paid for by credit card or FedEx account number.

Mare Owner hereby authorizes Farm to bill directly for all fees incurred in connection with this Agreement. Mare Owner agrees not to contest any charge made pursuant to this Agreement on the basis that the Mare failed to produce a Live Foal or otherwise become pregnant. The Farm reserves the right to refuse to perform any service under this Agreement except upon its authorization of applicable charges to the following account with respect to which Mare Owner is an authorized user:

Credit Card:

Card Account Number: _____

Expiration Date: _____

Security Code: _____

Account Holder Name: _____

Account Billing Address: _____

City _____ State _____ Zip Code _____

Authorizing Signature _____

FedEx (800) GOFEDEx or www.fedex.com/us/oadr

FedEx Account# _____

Authorizing Signature _____

2. Conditions with Respect to the Mare: Mare Owner agrees that satisfaction of the requirements stated in this Section 2 is a precondition of the Farm's initial and ongoing performance under this Agreement. If Mare Owner fails to satisfy any such requirement, this Agreement will terminate without refund of any fees paid or incurred and the Farm will have no further obligation to perform hereunder.

- a) Prior to the Farm's execution of this Agreement, Mare Owner must provide a completed Mare & Breeder Profile together with any applicable attachments described therein.
- b) A Veterinarian must inseminate only the Mare described in the Mare & Breeder Profile with the semen from the Stallion within twenty-four (24) hours after receipt from the Farm and must sign and return to the Farm the "Mare Breeding Passport", a copy of which will be included with each shipment of semen. Mare Owner will NOT be issued a Breeding Certificate or be eligible to register the foal until the Farm receives the Mare Breeding Passport certified by a Veterinarian that the Mare is either "In Foal" or "Not In Foal".

- c) Mare Owner agrees to keep the Mare in good physical condition throughout the pregnancy. Specifically, Mare Owner agrees to have the Mare examined and receive services and tests by a Veterinarian and to promptly submit written documentation of the results as follows, or as the Farm otherwise requests in its reasonable discretion:
 - i. The following tests performed by ultrasound or palpation at the stated number of days following insemination and post ovulation are required or recommended.
 - a. **Required:** Confirmation of pregnancy & twin detection: 14 - 16 days
 - b. Recommended: Confirmation of heartbeat: 25 - 28 days
 - c. Recommended: Confirm pregnancy prior to endometrial cup formation: 35 - 40 days
 - d. **Required:** Final confirmation of pregnancy in critical 1st trimester: 55 - 60 days
 - ii. Vaccination with FDA approved products for pregnant mares for "Equine Rhinopneumonitis" (Equine Herpes Virus Type I) at five (5), seven (7) and nine (9) months of pregnancy.
- d) Regular de-worming throughout the pregnancy with FDA approved products for pregnant mares.

3. Term of Agreement: The Term of this Agreement shall commence upon receipt of a signed Agreement and Booking Fee, and shall continue until the first to occur of the following conditions:

- a) The Mare giving birth to a Live Foal as defined in Section 5(b) sired by the Stallion
- b) Completion of the Second Breeding Season as defined in Section 4
- c) Mare Owner's breach or failure to satisfy any applicable requirement under or term of this Agreement
- d) Termination of this Agreement pursuant to Section 9 or any other Section hereof or, if applicable, any provision of applicable Addendum.
- e) The Mare's death, inability to satisfy the conditions of Section 2 or Section 5 of this Agreement or sale by the Mare Owner.

4. Breeding Season: The Breeding Season shall commence on **March 1** and continue to **September 1** of the current year. For purposes of this Agreement, the "**Present Breeding Season**" begins on March 1, 2012 and ends on September 1, 2012. The "**Second Breeding Season**" begins on March 1, 2013 and ends on September 1, 2013.

5. Return of Service: For as long as Mare Owner satisfactorily complies, in the Farm's reasonable judgement, with the terms and conditions of this Agreement, Mare Owner shall be entitled to have the Mare return to the service of the Stallion throughout the "Present Breeding Season" as needed. Mare Owner shall also be entitled to have the Mare return to the service of the Stallion during the "Second Breeding Season" pursuant to the following conditions:

- a) If, by the end of the "Present Breeding Season", the Mare does not become pregnant; or, if the Mare becomes pregnant but suffers a loss of pregnancy; and the Mare Owner provides Farm with a certification signed by a Veterinarian within ten (10) days of the ultrasound that includes the following:
 - i. Identification of the Mare
 - ii. Confirmation that the Mare did not become pregnant during the "Present Breeding Season"
 - iii. Confirmation of loss of a pregnancy.
 - iv. Confirmation that the Mare was kept in good physical and sound breeding condition throughout the "Present Breeding Season", and that the Mare received all vaccinations and de-wormings as recommended by the Veterinarian, including but not limited to Equine Rhinopneumonitis.
- b) If the mare gives birth but fails to produce a "**Live Foal**" defined as: a foal which stands and nurses within twenty-four (24) hours after foaling; and Mare Owner verbally notifies Farm within forty-eight (48) hours of the foal's death; and provides to the Farm within five (5) days of the verbal notification a certification signed by a Veterinarian that includes the following:

- i. Identification of the Mare
 - ii. Verification of the death of the foal
 - iii. An explanation for the foal's death
 - iv. Confirmation that the Mare was properly cared for and monitored during the period of foaling in a manner adequate to reasonably insure detection of and attention to any foaling difficulties
 - v. Confirmation that the Mare was kept in good physical and sound breeding condition throughout the "Present Breeding Season", and that the Mare received all vaccinations and de-wormings as recommended by the Veterinarian, including but not limited to Equine Rhinopneumonitis.
- c) For the avoidance of doubt, the Farm's performance pursuant to Section 4 is also contingent upon Mare Owner's satisfactory compliance with all of the terms and conditions of this Agreement, including but not limited to the requirements of Section 1 (Fees) and Section 5 (Mare). In addition to the requirements in Section 4, the Farm shall require updated information and documentation pursuant to Section 5 as it deems appropriate in its sole discretion before providing any Return of Service under this Section 4.

6. Procedure for Requesting a Shipment of Semen: Fresh semen collection is subject to the availability of the Stallion. Mare Owner understands that the Stallion may be competing away from the Farm and may be otherwise unavailable to fill Mare Owner's request on any given day during the Term. It is the Mare Owner's responsibility to contact the Farm in advance regarding the Stallion's availability and the Farm bears no responsibility for failure to timely fill requests due to the Stallion's unavailability. Collection and Shipping are subject to the following conditions:

- a) Mare Owner must give Farm 24 hours notice prior to the requested collection date and no later than 10:00 a.m. EST on the day of collection
- b) Cancellations must be made before 10:00 a.m. EST on the day of collection
- c) Semen can be collected and shipped Monday through Friday for overnight delivery
- d) All fees, as discussed in this Agreement, must be paid prior to any collection and shipment
- e) Collection and shipping are on a first come first served basis.
- f) If the Farm is unable to fulfill a request for collection on the requested date due to the Stallion's unavailability, the Farm will notify the Mare Owner and will fill the request on the next earliest date it determines is reasonably practicable in its sole discretion or on such other date as the Mare Owner requests, subject to the stallion's availability as described within this Section 5
- g) A one week advance notice of the estimated date of collection is **greatly** appreciated

7. Exclusive Use of Semen: Mare Owner agrees to use the semen of the above identified Stallion exclusively for the Mare described in the attached Mare & Breeder Profile. Mare Owner agrees to destroy any semen not used on the described Mare.

8. Breed Registry Eligibility & Fees: Mare Owner is responsible for determining the eligibility of the foal for any breed registration and for all paperwork and fees for inspecting and registering the foal. The Farm will assist Mare Owner with paperwork involving stallion information.

9. Death, Unfitness or Sale of the Stallion: The fees paid or incurred under this Agreement are non-refundable except as provided below in this Section 6 with respect to the death, unfitness or sale of the Stallion.

- a) If the Stallion should die, be sold by the Farm or otherwise become unfit for service **before** the Farm makes any shipment of semen, then this Agreement shall automatically terminate and the Farm shall refund to Mare Owner all fees paid hereunder, including the Booking Fee, within forty-five (45) days.
- b) If the Stallion should die, be sold by the Farm, or otherwise become unfit for service **after** the Farm makes at least one shipment of semen, then the Mare Owner may elect one of the following options:

- i. Mare Owner may terminate this Agreement and the Farm will refund to Mare Owner half (1/2) the Stud Fee and Mare Owner forfeits any Return of Service and/or Live Foal Guarantee.
- ii. Mare Owner may substitute another Farm Stallion to be the Stallion under this Agreement and agrees to pay any excess of the Stud Fee for the Stallion to be substituted over the Stud Fee applicable to the Stallion being replaced.

10. Miscellaneous

- a) Farm Website: The Farm provides information about its services on its internet "**Website**" at www.foxcreekfarm.com. The Farm bears no liability for any information displayed on the Website that is or may become incorrect, out of date or inconsistent with any term of this Agreement. Mare Owner acknowledges and agrees that, notwithstanding any information to the contrary displayed on the Website, the parties' rights and obligations with respect to all matters contemplated by this Agreement shall be absolutely governed by the terms stated herein.
- b) Incorporation of Forms and Documents: The forms and various types of information and documentation that Mare Owner and Mare Owner's Veterinarian are or may be required to provide to the Farm hereunder (including under the Breeder & Mare Profile and Addendum, if applicable) are incorporated into and made a part of this Agreement by reference. Mare Owner is solely responsible for and acknowledges the Farm's reliance on all information provided by Mare Owner and Mare Owner's Veterinarian.
- c) Non-Assignment: Except with the prior written consent of the Farm, Mare Owner may not assign or transfer this Agreement, in whole or in part, and any attempt to assign or otherwise transfer this Agreement shall be null and void.
- d) Liability: Mare Owner assumes all responsibility for the care, custody, control and condition of the Mare and bears all risk of loss or damage to the Mare, whether by death, disease, injury, infection or otherwise, during and after the Term. The Mare Owner shall be solely responsible for purchasing and maintaining insurance on the Mare.
- e) Indemnification: Mare Owner agrees to indemnify, release and hold harmless the Farm, its agents, employees and assigns, from any and all claims, demands, damages, actions, suits, attorney's fees and costs, obligations or liabilities of any kind, known or unknown, in any way related to or arising from the Mare or the breeding or insemination of the Mare.
- f) 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 semen. ALL WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.
- g) Entire Agreement; Severability; Amendment: This Agreement supersedes all prior communications between the parties, whether oral or written, and constitutes the entire understanding of the parties with respect to the subject matter contained herein. If any term or condition of this Agreement or the application thereof shall be illegal, invalid or unenforceable, all other provisions hereof shall continue in full force and effect as if the illegal, invalid or unenforceable provision were not a part of this Agreement. Except as expressly provided herein, this Agreement may not be modified except by written mutual consent of the parties.
- h) Notices: Except as otherwise provided in this Agreement or as the Farm may otherwise specifically direct, all notices and other communications provided for under this Agreement shall be in writing and shall be sent via U.S. certified mail, return receipt requested, postage prepaid, or via reputable overnight carrier, postage prepaid. Such notices and communications shall be addressed to the parties at their respective addresses set forth in the Mare & Breeder Profile or such other address as either party may by notice as aforesaid designate.
- i) Governing Law; Jurisdiction: This Agreement shall be governed by the laws of the State of Kansas and shall be binding upon the parties hereto and their and their personal representatives. Mare Owner hereby consents to the exclusive jurisdiction of the State of Kansas and Riley County in all matters arising out of this Agreement.
- j) No Waiver: The Farm's failure to insist on any performance and any waiver of any breach of this Agreement by Farm is not to be construed as a waiver of the Farm's rights or of Mare Owner's obligations under any provision of this Agreement unless the Farm specifically so provides in a signed writing attached hereto.
- k) Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument as against any party whose signature appears hereon or for any other purpose.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have entered into this Agreement as of the date and year first written above.

STALLION OWNER

MARE OWNER

Dianna F. Orona Date

Signature Date

Fox Creek Equestrian Center, Inc.
3320 W 69th Ave.
Manhattan, KS 66503-9723
Phone: 785-532-8334
Fax: 785-776-5000
E-mail: dianna@foxcreekfarm.com

Print Name

Address

City / State / Zip



MARE and BREEDER PROFILE

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MARE OWNER INFORMATION

Name: _____ Farm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Numbers: Home: _____ Cell: _____ Work: _____

FAX: _____ Email 1: _____ Email 2: _____

What is the best way to contact you? _____

SHIPPING INFORMATION (shipping address must be provided with each request for shipment)

Ship to Name: _____

Shipping Address: _____

City: _____ State: _____ Zip: _____

Email address for shipment tracking info: _____

MARE INFORMATION

Registered Name: _____ Nickname: _____

Registration #: _____ Breed: _____

DOB: _____ Height: _____ Color: _____

Markings: _____

Sire: _____ Dam: _____

Dam's Sire _____

BREEDING HEALTH HISTORY

Have you ever bred with shipped semen before? YES NO

Mare's Current Breeding Status:

- Maiden:** never bred, regardless of age
- Foaling:** pregnant now or foaled this season
- Barren:** did not conceive or failed to produce a live foal during last season of breeding
- Not Bred:** not bred previous breeding season, but did conceive during prior season

If currently in foal, the expected date of foaling: _____

Number of pregnancies: _____ **Live births:** _____ **Early embryonic / foal loss(es):** _____

Average Number of Inseminations to Conceive: _____

Date of last uterine culture & cytology* _____ **Results:** _____

*Maiden & foaling mares do not need to provide uterine culture results before 1st shipment, but may be asked to if mare doesn't settle after the 1st breeding cycle.

Date of last uterine biopsy _____ **Results:** _____

Does this mare require progesterone to maintain a pregnancy? _____

Veterinarian handling your breeding: _____

Phone: _____ **FAX:** _____ **Email:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Is there anything you would like to tell us about your mare or your breeding goals? _____

This form and the information on this form is part of your Stallion Service Agreement. Please review your answers carefully for accuracy and completeness.

Signature

Date

The Farm's obligation to ship semen is subject to all of the provisions of your Agreement. Please review the Agreement carefully before signing and forwarding a copy to us. It is our goal for you to be happy and have a successful breeding season!

IF YOU HAVE ANY QUESTIONS, PLEASE CALL US!