



220 Rogers Rd.
Hattiesburg, MS 39401
(601) 520-1835

STALLION SERVICE CONTRACT (PT PERKS)

Date: _____

This contract is between **Wise Farms**, herein after designated Breeder and _____, herein designated Mare Owner. Mare Owner agrees to breed the mare _____, registration number _____, to the Stallion, **(PT PERKS)**, registration number (X0634504) for the Stallion fee of \$ 800.00, for a live foal, in accordance with the following terms and conditions. Breeding season is defined as from 3/1/09 until 6/30/09. Semen can not be shipped June 1st, 3rd, or 5th. Also other "no ship" dates depend upon Futurity schedule.

A. Fees and Payment Arrangements

1. Stallion fee includes a non-refundable booking fee to Breeder of \$125, payable at the time of signing contract. The balance of the Stallion fee and all other expenses must be paid before the mare is picked up or semen shipment is ordered. "Paid" means that total amount due has been received in cash or cash equivalent (e.g. money order, cashier's check, or approved check).

2. Cooled semen Fees:

a. Stallion collection/processing/shipping fee of \$ 195.00/each shipment.

b. Semen will be shipped via disposable or reusable shipping containers. Disposable shipping containers can be purchased for \$ ___ N/A ___ each.. A deposit of \$ ___ N/A ___ will be required for reusable shipping container (deposit required prior to shipment). This deposit will be refunded in full if the reusable shipping container is returned to Breeder undamaged within 48 hours of receipt. Deposit is subject to a late fee of \$100 after 48 hours and forfeited after 72 hours.

3. Fees for boarding, veterinary, and farrier care of mares and foals:

a. Mare Owner agrees to pay for care and hay at the rate of \$ 8.00/day (Mare only) or \$10.00/day (Mare and foal). See "B" below for additional boarding and feeding stipulations.

b. Mare Owner also agrees to pay for related veterinary and farrier expenses as outlined in "B" below.

c. All fees related to boarding, veterinary, and farrier care must be paid prior to picking up the mare or mare and foal.

B. Health and Other Requirements

1. Mare conditions for breeding at Wise Farms

a. The mare shall be in a healthy and sound breeding condition. Healthy and sound breeding condition means capable of breeding without significant and/or atypical problems or dysfunctions. The listing contained herein is not exhaustive but are minimum requirements for entering into a live breeding contract. Breeder may in its sole discretion refuse any mare if said mare is deemed in Breeder's discretion to not be in healthy and sound breeding condition even if said mare meets all requirements listed herein.

Mare Owner must provide:

1. a current negative Coggins Test.
2. immunization record.
3. a copy of registration papers.

b. Mares must be halter broken and able to be safely handled by Breeder or authorized agent to be accepted for breeding.

2. Care of Outside Mares

a. Boarding and Feeding:

Breeder agrees to provide suitable facilities for the care and feeding of the mare and/or foal while in its custody. Mare Owner is responsible for expenses as outlined in A3. Breeder assumes no responsibility for injuries or illness to mare however caused. If mare is insured, list name of insurance carrier: _____.

b. Veterinary Care:

Breeder or its agent agrees to use reasonable care and caution for said mare while in its possession or control. Breeder will attempt to contact Mare Owner if it appears any medical attention is required. Breeder in an emergency situation is authorized to take any and all necessary steps to preserve the life and health of mare and/or foal without requirement to contact Mare Owner prior to taking said steps. All veterinarian and farrier expenses will be paid by Mare Owner as specified in Section A.

c. If hormone therapy (i.e. lulatory and/or etc.) is required or requested, Wise Farms has my permission to administer, please sign below:

Owner or agents signature: _____ date _____

3. Conditions for Cooled Semen Shipping and Breeding

a. Breeder:

1. Collects and ships semen only on Mondays, Wednesdays and Friday;
2. Warranties that semen quality is sufficient to impregnate Mare at the time of shipping and guarantees that every reasonable effort will be taken to insure semen arrives in the same condition. Breeder takes no responsibility for how Federal Express or UPS handle Mare Owner's shipped semen including lost or late delivery or opened shipping containers. A semen sample is retained by Breeder to verify semen quality at the time of shipment;
3. Improper handling of semen shipment may compromise quality once semen leaves Breeder's possession and is given to courier for shipments. Breeder, its agents, assigns and employees are not responsible for ensuring semen quality once semen leaves Breeder's possession and is given to courier for shipment.

b. Mare Owner

1. agrees to contact Breeder by noon CST the day before semen is to be shipped. A two day notice is preferred. Cancellations must be 10 a.m. CST on day of shipment. Mare Owner agrees to pay all associated expenses if late cancellation occurs;
2. agrees that only a licensed veterinarian may open the semen shipping container and inseminate the Mare. Veterinarian must initially inseminate mare the same day shipment is received. Failure to comply with this paragraph shall void any guarantee provided in this contract;
3. agrees to use semen for designated mare only;
4. agrees to notify Breeder immediately if semen quality is of poor or questionable quality for impregnating mare;

4. Rebreeding

a. Breeder agrees to diligently try to settle mare, however, if mare fails to settle, for any reason, Mare Owner waives and releases Breeder, its agents, assigns or employees of any liability.

b. If the mare fails to settle after a reasonable # of attempts, mare must have a diagnostic evaluation at the Mare Owner's expense to determine her suitability for breeding.

1. If mare proves unsuitable for breeding (verified in writing by a qualified veterinarian), a substitute mare may be designated in the same or following season. Said substitute mare shall be subject to all terms and conditions of original contract. Once a substitute Mare is designated, only a foal resulting from the substitute Mare will be eligible for registration and breeder's certificate.

2. Mare Owner agrees to pay mare care or cooled semen expenses associated with substitute mare breeding attempts. (See Sect. A)

5. Limited Guarantees/Warranties:

There are no warranties which extend beyond the description on the face hereof. Breedings are done on mares "as is" and are subject to all the faults of mares, stallions, semen and ordinary faults of trade. In particular, Breeder makes no warranties of merchantability and breeder makes no warranties of fitness of a particular purpose.

a. The Live Foal Guarantee

Breeder's sole guarantee, subject to and limited by all exclusions of guarantees and warranties and subject to all limiting conditions and conditions precedent all contained herein, is the "Live Foal Guarantee." Breeder guarantees that Mare Owner will through breeding either (a) obtain a newborn foal, which stands and nurses without assistance, or (b) Mare Owner may return mare for breeding during the current breeding season or the following year under the terms of B4 (Rebreeding) of this contract.

b. Conditions of Live Foal Guarantee

Mare Owner must strictly comply with all terms and conditions of this contract. Failure to strictly comply with all terms and conditions of this contract shall void and negate the Live Foal Guarantee as of the date of non-compliance by Mare Owner, without any requirement by Breeder to notify Mare Owner of such noncompliance. In addition to the conditions contained elsewhere in this contract, the following conditions must be strictly complied with.

1. Mare must be ultrasounded for pregnancy 21-35 days after insemination at Mare Owner's expense, and Mare Owner

must notify Breeder by phone or letter that a pregnancy exists;

2. Mare Owner must inform Breeder of death of newborn foal within seven days of death and of miscarriage within 30 days by certified letter;

3. Mare must remain in possession of Mare Owner unless otherwise agreed to in writing by Breeder and Mare Owner.

4. It is further agreed that should the above named stallion die or become unfit for service, the Live Foal Guarantee shall be void and negated, this contract shall be terminated without notice, and in such event, any unused fees will be refunded to Mare Owner.

5. If the above specified mare dies or becomes unfit to breed, Breeder will accept another mare as a replacement as set forth in B4 (Rebreeding).

6. Breeders Certificate

A Breeders Certificate will be issued for the foal conceived by this breeding when stallion fee and all other expenses have been paid in full (See #A) and when mare has produced a live foal by this breeding (See #4c). Breeder or its agent agrees to execute all necessary documents of the registration of the offspring of the breeding in accordance with the appropriate registry's specifications.

C. Liability and Indemnification

Both parties agree that the Breeder and any person associated with Breeder is not liable for death, sickness and /or accident including consequential damages to the mare and/or foal and that the Mare Owner is not liable for death, sickness, or accident caused to the Stallion.

D. Entire Agreement

This contract represents the entire agreement between parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written contract. When Mare Owner and Breeder sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Breeder's or authorized agent: _____ Date: _____

Mare Owner's or authorized agent: _____
Mare Owner's Address _____ Home Phone(_____) _____
Cell Phone (_____) _____ Fax (_____) _____

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