

Stallion Service Agreement (Transported Semen)

This contract for the breeding season of 2008 is made between:

STALLION OWNER: Jeff and Christine Bartko, dba Black Forest Shires & Gypsy Horses, LLC
(hereafter known as BFGH), 8751 CR 36.5, Platteville, CO 80651.

and:

MARE OWNER: _____
(if you are leasing the mare, this is your name, not the owner)

Address: _____

Phone #: _____ Email: _____

Both parties mutually agree to breed:

Mare: _____ Mare's birth date: _____

Breed: _____ Registration #: _____ Color: _____

To the British Drum Horse Stallion: **Galway Warrior**

Under the Following Conditions:

- Breeding Fees:** The stud fee shall be \$1600.00 (US) for all mares, which includes a \$400.00 non-refundable booking fee. The booking fee is due upon submission of this contract. The balance is due prior to any semen being shipped. A 10% discount will be given on bookings of multiple mares by the same owner. This contract contains a Live Foal Guarantee.
- Mare's Pre-breeding Examination:** The mare owner will provide BFGH a current negative uterine culture certificate before any semen is shipped, otherwise the live foal guarantee (in section 11) shall not apply. Should a mare fail to conceive on 2 cycles, BFGH may require additional tests to be done on the mare before additional collections are shipped. The requirement for a uterine culture may be waived if written approval is obtained from BFGH.
- Shipping:** BFGH will normally ship the semen by overnight express (FedEx, UPS, or USPS). A courier fee of \$100.00 will be charged for other shipping methods (i.e., airline, bus, etc.). BFGH reserves the right to modify this fee as deemed necessary. Shipping costs shall be paid by the mare owner. This contract includes one (1) semen collection in the initial stud fee. Should subsequent collections be necessary to get the mare in foal, a fee of \$175.00 per collection shall apply.
- Breeding Dates:** BFGH's breeding season for transported semen is May 1 through August 15, 2008. The mare owner will have the sole responsibility of determining the optimal breeding dates for the mare within these dates. BFGH will arrange to collect, analyze, package, and ship sufficient chilled semen for one breeding cycle to meet mare owner's breeding schedule provided at least 24 hours notice is given before collection. If 24 hours notice is not given, BFGH will try to meet the needs of the mare owner, but will not be held responsible for failure to do so. BFGH reserves the right to charge an additional collection fee if proper notice is not given. **Note:** Black Forest Shires & Gypsy Horses is in the Mountain Time Zone. Please take this into account when calling. Mare owner realizes and accepts that the stallion may be shown during the course of the breeding season, and might on occasion be unavailable for collection. It is the mare owner's responsibility to check on the availability of the stallion.
- Semen Delivery:** BFGH, their veterinarians, employees or agents are not responsible for any delays or failures in semen delivery outside of their immediate control. The mare owner accepts and assumes the risks of delayed, lost, or damaged shipments, although BFGH will do everything in their power to assist the mare owner in completing the shipment.

Initials _____

6. **Insemination:** The mare owner will ensure that insemination is performed by a veterinarian or technician that is experienced with the procedure. The mare owner also guarantees that semen will be used only on the mare named in this contract.
In the event that the mare owner receives a collection which is dead, damaged, or otherwise unsuitable for insemination, a credit will be issued to the mare owner's account only if the mare owner submits the claim in writing, with an included statement from the veterinarian or reproduction technician stating the reason for the claim. Such claim must be received by BFGH within 30 days of receipt of the collection in question. A refund may be denied if it is determined that the collection in question was ordered prematurely (received greater than 48 hours prior to mare's ovulation).
7. **Return of Shipping Container:** The mare owner will return the semen shipping container to Black Forest Shires & Gypsy Horses, or their designated breeding center within 5 days of receipt of the semen. If the container is not **received** by BFGH within 5 days, an additional fee of \$10.00 per day may be charged. Return insurance (\$300.00) on the blue equitainer is the responsibility of the mare owner, and is strongly recommended. If the container is received by BFGH in damaged condition, the repair/replacement cost will be charged to the mare owner's account. If the container is not returned, or is lost, the mare owner will be responsible for full replacement cost. Mare owner is responsible for all shipping costs to return the container.
8. **Mare's Post breeding Examination:** The mare owner will ensure that the mare is examined by a veterinarian for pregnancy at or around 16 -18 days after ovulation. The mare owner is responsible for informing BFGH of the pregnancy status of the mare at this time. A 45 day pregnancy check is strongly recommended, but not required.
9. **Care of Mare:** Mare owner will ensure that the mare is properly cared for and will receive all necessary deworming, vaccinations (including Pneumabort K vaccination at 5,7, and 9 months of gestation), and veterinary care during pregnancy. Failure to comply will void the Live Foal Guarantee.
10. **Payments and Billing:** Full payment of the stud fee shall be made prior to the shipment of any semen. **It is required** that valid credit card account information be provided to BFGH which will be used to charge all shipping, collection, and other additional fees at the time they are incurred. If desired, mare owner may provide payment (check, money order, cash, etc...) to BFGH in advance for these fees in lieu of the credit card account information. In either case, no semen shipments will be made unless paid for prior to, or at the time of collection.
11. **Live Foal Guarantee:** Should the mare fail to conceive, or die, within the breeding season, or fail to produce a live foal*, the mare owner shall have the option of:
- Having ½ the stud fee reimbursed less the \$400 booking fee [i.e. (stud fee-booking fee)/2] and any outstanding shipping/handling fees.
 - Re-breeding the mare or a substitute mare (upon approval of BFGH) during the 2009 breeding season only, for an additional booking fee of \$400.00, and all additional outstanding expenses.
- *A live foal is defined as a foal which maintains a heartbeat for 48 hours after birth. A veterinarian's statement confirming loss of the foal is required.*
- The live foal guarantee shall be void if the mare is not attended to at the time of foaling, or a uterine culture certificate is not provided as detailed in section 2 of this agreement.
- This guarantee is valid for the 2008 breeding season only. Only one claim may be made under this guarantee. Any mare re-bred under the terms of paragraph 'b' (above) shall no longer be covered under this guarantee, and no further refunds of the stud fee, nor re-breed options will be due to the mare owner.
12. **Color Guarantee:** In the event that the above named mare produces a foal sired by Galway Warrior, and the foal does not exhibit the tobiano color pattern, mare owner shall have the option to re-breed the same mare during the 2009 breeding season only at ½ the stud fee shown on this agreement. The booking fee shall remain the same. No refunds shall be given if the stallion is not available for breeding in 2009.

Initials _____

13. **Change in Fitness to Breed** In the event the above-named stallion dies or becomes unfit for service *before* a collection is made, this contract shall become null and void and the booking fee, and stud fee will be returned. In the event the above-named stallion dies or becomes unfit for service *after* collection(s) has/have been made and the mare is confirmed not in foal, this contract shall terminate and a refund shall be due the mare owner pursuant to paragraph 11(a) above. If the mare should die before any collections are made, BFSGH will refund all fees paid by the mare owner, less the booking fee. If the mare should die after collections have been made, the live foal guarantee under paragraph 11 shall come into effect.
14. **Right of Refusal:** BFS reserves the right to refuse service to any mare or cancel this agreement with no notice, and without recourse to mare owner if said mare is a habitual aborter, has been bred any two consecutive years without producing a live foal, becomes ill, injured, or is improperly cared for. In such case, the stud fee (less booking fee and any outstanding additional fees) shall be refunded to mare owner.
15. **Non-Assigns:** This contract is non-assignable and non-transferable.
16. **Agreement of Parties:** This AGREEMENT shall be governed by the laws of the State of Colorado. The parties consent to venue in the County of Weld. This AGREEMENT constitutes the entire AGREEMENT between the parties. Any modifications or additions must be in writing and signed by all parties to this AGREEMENT. No oral modifications will be considered part of this AGREEMENT unless reduced to writing and signed by all parties. The invalidity or unenforceability of any term or provision shall not effect the validity or enforceability of the remainder.
17. **Signatures:** This contract has been executed in duplicate and when signed by both parties will be a binding contract on both parties, subject to the above terms and conditions.

Mare Owner: _____ Date _____
(Please also initial corner of each previous page of this contract)

Stallion Owner (Black Forest Shires): _____ Date _____
(Jeff Bartko)

**Remittance of Fees: Due with signed contract - \$400.00 (non-refundable) booking fee.
 Due prior to first shipment - \$1200.00 (remainder of stud fee).**

DISCOUNTS: *10% discount for breedings booked and paid for in full by December 31, 2007.
 *10% discount for bookings of multiple mares by the same owner.
 (Only one discount shall apply)

Amount Enclosed (less any discounts or payments) _____
 (Please make checks payable to Black Forest Shires & Gypsy Horses)

Credit Card account information

To be used for billing all charges to your account

Cardholder name: _____ Card number: _____ Expiration date: _____ (Visa or MasterCard only) Payment amount: _____ (provide payment amount only if you wish to charge booking and/or stud fee to your account) Signature: _____

Barn manager info page:

(One sheet per mare booked)

Owner Name: _____

Mare Name: _____ **Age:** _____ **Breed:** _____

Address where semen is to be shipped: (Please print clearly)

Farm, clinic, or owner name: _____

Contact person name: (if different)

Street: _____

City: _____ State/Province: _____ Zip/Post code: _____

Farm, clinic, or owner phone(s): _____

Owner info: (If different from above)

Name: _____

Address: _____

Please give as much contact info as is available:

Home Phone: _____ Work: _____ Other: _____

E-mail address: _____

Helpful info: (not required, but nice to have)

Mare's normal reproductive specialist: (the vet/technician that does the culture and ultrasounds/rectal palpations, etc. on your mare to determine breeding dates, and will be doing the inseminations. If this is more than one person, please include all info, and specify who does what.)

Clinic/Farm Name: _____ Contact Name: _____

Phone Number: _____ Other Contact #: _____

*To assist us in getting your mare in foal, is there any other info that may be helpful for us to know (i.e., foaling troubles/history, past infections, breeding problems, etc.)?

For BFSGH use only						
Ship date	Collection fee	Shipping fee	Courier fee (if any)	Container return date	Pregnancy confirm date	Other (Specify)