

This stallion service contract for the year of \_\_\_\_\_ operates between Kari A. Newman, hereinafter referred to as "Stallion owner" and \_\_\_\_\_, hereinafter referred to as "breeder" for the breeding of the American Warmblood Society stallion Laertes, registration number 20006473, to the mare \_\_\_\_\_, (breed) \_\_\_\_\_, (registration number) \_\_\_\_\_. At the time of breeding, the mare is owned by \_\_\_\_\_, but the resulting foal will, for intents of this contract, be owned entirely by that name specified as "breeder."

#### Booking and breeding fees:

The mare owner agrees to pay a nonrefundable booking fee of \$300 USD to reserve a breeding for the year of 2011, due at signing of this contract, which is included in the stallion service fee. A nonrefundable breeding fee of \$150 USD must be paid prior to the first shipment of semen, for a total consideration of \$450 USD, less any discounts, collection fees, shipping fees, mare care, and veterinary care which must be applied prior to the first shipment of semen (or be otherwise arranged with breeder's veterinarian or breeding facility). The stallion owner agrees to breed the stallion to the mare mentioned and described above. This contract is valid only for the above described mare. In the case of multiple embryos, an additional nonrefundable breeding fee of \$350 per mare applies and must be paid within 60 days of confirmation of pregnancy. These additional mares will not be covered in this contract and receive no benefits from this contract, however, resulting foals will be issued a stallion service certificate if all fees are paid in the appropriate time period, thus allowing foals to be registered. In the rare event of twins, no additional fees must be paid, however, the stallion owner must be notified within 30 days of breeding if twinning should occur.

#### Multiple Mares:

In the event that multiple mares are to be bred during the same breeding season, a discount of \$50 per each mare after the first will be applied. Each mare will require a separate contract.

#### Stallion owner/farm warrants:

Kari A. Newman claims full ownership of the stallion described above at the execution of this contract. As the sole owner, the stallion owner has the right and full authority to transfer the title of a breeding season to the mare owner. The season granted is free from all liens and debt. A breeding certificate will be issued to the breeder 168 (or 240) hours after the birth of the foal, if all conditions are satisfied.

#### Mare owner warrants:

Mares who have produced one or more foals and maiden mares over the age of 8 must have a negative uterine culture within 30 days prior to breeding. Negative culture results must be communicated prior to semen shipment requests. Maiden mares that do not

become pregnant by the third cycle must also provide veterinary evidence of a negative uterine culture prior to the fourth shipment of semen. Stallion owner may refuse to ship semen without evidence of this test.

A current copy of the front and back of the mare's registration certificate, with all ownership information up-to-date, is required upon signing of this contract. Breeding certificates will not be issued without this information; however, the remainder of the contract applies. In the event that a mare is not registered or registration papers are lost, a breeding certificate will not be issued, but the breeder still receives the same privileges described elsewhere in the contract. In the rare event that the registration papers of a mare are recovered OR the mare is newly registered with an organization or registry, the breeding certificate will be issued in accordance to the rules governing that association. Breeder will be responsible for DNA typing of the mare and foal for registration purposes, and all other fees related to such.

In the event of the death of the specified mare prior to production of a foal, a substitute mare may be bred at the discretion of the breeder without the breeder incurring additional fees related to this contract. The breeder must notify the stallion owner within 30 days of the death of the mare. The contract period remains the same.

In the event that the mare is sold *prior to breeding*, a replacement mare may be bred at the discretion of the breeder as outlined above for the death of a mare.

In the event that the mare is sold after breeding this contract is null and void and no money is owed by either party. If the sold mare produces a live foal and the stipulations outlined elsewhere in this contract are met, a breeding certificate will be issued to the breeder named above, but not to the new mare owner. It is the responsibility of the breeder and the mare owner to settle foal ownership disputes and of the breeder to provide information for registration to the new mare owner.

#### Live Foal Guarantee Stipulations

This contract is good for two breeding seasons. The mare owner and stallion agree to diligently try to settle the mare for at least three cycles. If, after two breeding seasons and a minimum of three cycles, no foal is produced, this contract is considered null and void and neither party is indebted to the other. No monies shall be owed, and the mare owner agrees to hold the stallion owner harmless for any additional costs incurred related to breeding said mare.

This contract stipulates that one foal born to a mare bred to Laertes will live for 168 hours (1 week) following birth. In order for this 168-hour guarantee to be applied, the following conditions must be met:

1. The exact date of breeding must be communicated to the stallion owner by the veterinarian that inseminated the mare within 14 days of breeding.
2. After breeding, the mare must be confirmed pregnant by a qualified veterinarian within 45 days of breeding, and this information must be communicated in

- writing or email by the veterinarian or mare owner/breeder within this time period. If twins are confirmed, this must be communicated to the stallion owner.
3. The stallion owner must be notified by phone, email, or writing within 24 hours of the birth of the foal. If the mare gestates for more than 342 days, the breeder must inform the stallion owner in writing, by phone or email that the mare has not yet foaled, and must report this at least weekly until the foal is born.
  4. The mare and foal must be examined by a licensed veterinarian within 18 hours of the birth of the foal. If a veterinarian is called to assist with the foaling, this stipulation has been satisfied.
  5. Any veterinary costs incurred by the breeder during and after foaling in relation to the care of the foal are the sole responsibility of the breeder. In no circumstance should the stallion owner become responsible for veterinary costs incurred from the birth or death of the foal or mare specified in this contract.
  6. In the event of twins, this live foal guarantee applies to only the surviving twin. In the event that neither twin survives the 168 hour window, the mare may be rebred as outlined in this contract without paying additional breeding or booking fees. Twins are defined as two foals born of the same mare within 24 hours of one another.
  7. For mares that gestate for fewer than 320 days from the last date of breeding, this contract is extended to 240 hours (10 days). This is valid only if the mare owner reports the mare having foaled within 24 hours after foaling.
  8. Breeder MUST notify stallion owner within 96 hours of birth if a foal born alive dies within the 168 hour (or 240 hour) window by email or in writing.
  9. If the foal dies (or is stillborn or aborted) within the allotted time period, a veterinarian must be called out to examine the dead foal and produce a death certificate or other evidence of abortion or foal death within 24 hours. This must be mailed to the stallion owner within a week of the notification to the stallion owner.

In the event that the mare does not produce a live foal, or that the foal does not live the 168 (or 240) hours specified in this contract, a breeding certificate will not be issued. The mare owner has two breeding seasons from the initiation of this contract or one year from the due date or birth date (whichever is later) of the dead foal to rebreed the mare without paying additional booking or breeding fees.

In the event that a mare does not produce a live foal and should the mare owner wish to continue to try to rebreed the mare past the two breeding seasons specified in this contract, a rebooking fee of \$350 for each breeding season will be applied. A new contract may be issued at the discretion of the stallion owner. If the mare does produce a live foal after this contract period, the breeder must pay the breeding fee specified in this contract to the stallion owner, plus any increase in breeding fee (at the discretion of the stallion owner, but not to exceed the breeding fee that is current for the stallion at the time the mare is confirmed pregnant) prior to the issuance of the breeding certificate.

#### Stallion:

In the event that the stallion becomes incapable of breeding, dies, or is sold, this contract is considered null and void. Breeding, shipping, and collection fees, less booking fees and veterinary care, will be refunded to the breeder if mares are not bred and semen has not been shipped prior to the death of the stallion. If mares have been bred but do not produce a live foal, breeding fees alone will be reimbursed. No other reimbursements will be made.

Stallion has been tested and confirmed negative for EVA. In addition, stallion is vaccinated annually for EVA by a licensed veterinarian.

#### Collection and shipment of semen:

All parties agree that all breeding, booking, semen collection and shipping and other fees must be paid in full prior to the first shipment of semen. Each collection of semen requires a payment of \$150 USD, and this amount must be paid in full prior to each additional shipment. Shipping within the U.S. and Canada will be a flat rate of \$150 USD, which includes the disposable semen shipment container. Shipping must be paid prior to any semen shipments (total of \$300 USD per each collection).

All requests for semen must be made 36 hours in advance of shipping date. Semen requests are honored on a first come, first serve basis. Shipped semen may only be available certain days and semen cannot be shipped on Sundays. It is the responsibility of the breeder to communicate to the stallion owner when the mare is coming close to her cycle. Orders after 0900 am EST may not be able to meet airline schedules. The mare owner is responsible for all collection and shipping charges on cancelled orders if the order has already been processed, regardless of whether or not the semen is used. The stallion owner will attempt to get the semen to the breeder in good condition, however, once the semen leaves the property of the stallion owner it is no longer in control of the stallion owner and the stallion owner makes or implies no guarantees about the condition of the semen once it has been shipped.

Although this contract gives the breeder the right to semen during the duration of his or her contract under the stated conditions, the breeder is aware that it is possible in rare circumstances that semen may not be available on the day that the breeder requests it. This contract does not guarantee semen availability at all times.

The stallion owner is obligated to ship semen to the address where the mare is located that has been provided to the stallion owner prior to shipment. The breeder is responsible for supplying this address to the stallion owner prior to any shipments.

#### Other:

The breeder is required to be a member in good standing with his or her breed organization(s) listed on the mare's registration papers and of that which the unborn foal

will be registered under (if the breeder is currently or has ever been a member of these organizations), and must comply with all registry, association, state, and local laws concerning the use of AI, shipped semen, and Rules of Registration. Furthermore, the breeder must comply with all parentage verification requirements listed by these registries.

All parties agree that the obligations and performance of the stallion owner and the stallion have been met upon receipt of the semen by the breeding farm where the mare is being kept. In addition, the risk of loss transfers to the breeder upon receipt of shipment.

It is understood that the breeding season begins February 15<sup>th</sup> and ends August 30<sup>th</sup> under the conditions of this contract.

The parties signing below agree that they are fully authorized to execute this agreement. This contract represents the entire agreement between both parties and is not assignable by the breeder without written permission of the stallion owner. This agreement cannot be amended except by the stallion owner and any amendments must be signed by both parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered in the State of Ohio, and is made in agreement with the laws of the State of Ohio. All action with respect to this agreement will be instituted in a court setting in Champaign County, Ohio, and the breeder irrevocably and unconditionally submits to the jurisdiction of such court and waives any objection to the venue in such court and waives any claims that actions have been brought in an inconvenient forum. In the event that one or more parts of this contract have been found to be unenforceable or illegal, the other portions are to remain in full effect.

Additional terms or conditions: \_\_\_\_\_

Signed,

\_\_\_\_\_  
Kari A. Newman, Stallion Owner

\_\_\_\_\_  
Date

88 Tallman Street  
North Lewisburg, OH 43060  
952-261-2030  
614-424-4306

\_\_\_\_\_  
Breeder

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Address of where semen should be shipped:

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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