



## STALLION SERVICE CONTRACT

This contract made between *FINALLY FOREVER FARM* ("FARM") and \_\_\_\_\_ ("PURCHASER") for breeding of the mare \_\_\_\_\_ ("MARE") to the stallion \_\_\_\_\_ ("STALLION") \_\_\_\_\_ for the \_\_\_\_\_ Breeding Season ("PRESENT BREEDING SEASON"); subject to the following terms and conditions:

1. The MARE: The MARE To be bred is \_\_\_\_\_ (breed). Color \_\_\_\_\_, foaled 19\_\_\_\_\_; by \_\_\_\_\_; out of \_\_\_\_\_; by \_\_\_\_\_; registration no. \_\_\_\_\_.

The PURCASER may not substitute another mare for breeding without prior written consent of the FARM.

2. FEES: PURCHASER agrees to pay the FARM and its assigns, the following fees:
- a. A non-refundable fee of \$\_\_\_\_\_ is due at the signing of this contract. This fee includes *THE BOOKING FEE AND THE NA/WPN SURCHARGE*.
  - b. A non-refundable *STALLION SERVICE* fee of \$\_\_\_\_\_ (plus New York Sales Tax if applicable) is payable before MARE is bred or semen is shipped.
  - c. (For shipped semen only) An additional **deposit** of **\$500** will be applied towards the following costs:
    - \*\* **Semen Collection: \$250** per collection.
    - \*\* **Equicontainer Deposit: \$250** (refundable at the end of the Breeding Season upon return of the equicontainer in good condition, intact, within two (2) days by **Fed X** or **UPS**, less shipping charges of \$ \*\*\_\_\_\_\_(to be determined)
    - \*\* Approximate charges: **Fed X** before noon pick up...**\$62.00**  
**Fed X** after noon ...**\$62.00** plus courier to Fed X depot @**\$1.00 per mile** (approximately 60 miles.  
 \*\***Counter to Counter** (Delta Dash, US Air etc.) Approx. **\$62.00** plus courier charges ...**\$1.00 per mile** to and from all airports;  
 Laguardia approx.96 miles, Kennedy approx. 120 miles, Westchester approx. 60 miles Stewart approx. 50 miles.

If STALLION is collected other than home base, while on the road or at another location, all charges will vary slightly, including the collection fee.

- d. **Customs fees** will be due and payable upon receipt (if applicable).

**THE ABOVE FEES** will be due and payable immediately upon receipt by PURCHASER and payable directly to *FINALLY FOREVER FARM*. **ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE SHIPPED OR MARE IS BRED!**

3. RESERVATIONS FOR SEMEN (On the FARM or shipped): The FARM'S receipt of the above STALLION SERVICE FEE confirms the MARE'S reservation to breed to the STALLION for the Present Breeding Season, which shall extend from March to August. During this period of time, the STALLION will be standing at *FINALLY FOREVER FARM* located at 113 Haight Hill Road, Stanfordville, New York, 12581. If the MARE OWNER requests semen after the above date, **Additional fees** (TO BE DETERMINED) may occur.

- a. The PURCHASER requests the following month for breeding \_\_\_\_\_. PURCHASER must give FARM ample notice to book MARE, and not less than 48 hours advance notice prior to breeding. If less than 48 hours notice is given, FARM will make every effort to collect STALLION and PURCHASER realizes that in this event, there will be **ADDITIONAL RUSH CHARGES**.
- b. SEMEN WILL BE COLLECTED only on (TO BE DETERMINED) if STALLION is not standing at *FINALLY FOREVER FARM* during the month semen is requested. All semen orders must be received by noon of the day before the requested collection date. (see a. above)
- c. All orders for semen shipments shall be filled as received, subject to availability of the STALLION'S semen and the FARM'S veterinarian's approval. If there is insufficient semen to fill all orders of a given day, the FARM veterinarian will determine which orders will be honored. For farm-bred mares, this decision will be based on palpation results; for mares bred off the FARM, this decision will be based on the information provided by the PURCHASER'S veterinarian.
- d. The PURCHASER understands that the STALLION may be competing away from the FARM during the breeding season. The FARM shall give notice, by phone or by mail, to all PURCHASERS who have paid in full, of any conflicts between the STALLIONS' competitions and the PURCHASERS' reserved breeding dates.

4. CONDITIONS: STALLION service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to the FARM. In the event the MARE is barren, the FARM requires the submission of a recent negative intrauterine culture certificate (within 60 days). In all cases, the veterinarian must certify that the MARE'S immunizations for equine rhinopneumonitis (equine herpes type 1) have been kept current.

5. RETURN OF SERVICE: PURCHASER shall not be entitled to a refund of fees paid hereunder except as set forth in 6. Below. However, the MARE shall have the right of return to the STALLION'S service in the following breeding season and in the third breeding season only on the following circumstances:

- a. If the MARE does not settle during the Present Breeding Season, she is eligible for return of service to the STALLION if the PURCHASER submits a veterinarian's certificate to that effect. The PURCHASER recognizes the FARM'S right to require a negative intrauterine culture certificate prior to the MARE'S return to service.
- b. If the MARE subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, a veterinary certificate must be provided within (%) days from the date of death.
- c. If the MARE is examined in foal but becomes barren during gestation, she is eligible for return if the FARM receives a veterinary certificate of barrenness within (5) days of the examination.

- d. In all cases, the required veterinary certificate shall affirm that the MARE had been immunized for equine rhinopneumonitis (equine herpes type I) during pregnancy and the date of such vaccination.  
Where appropriate, the certificate shall also confirm that the MARE was properly cared for during gestation and was attended at foaling. The FARM'S timely receipt of the required veterinary certificates is a condition precedent to any right of return.
  - e. All rights of return to the STALLION are subject to prepayment of costs as set forth in 2 (a & c) above.
  - f. A full booking fee will be due on all mares returning to STALLION. This fee will include *BOOKING FEE FOR THE CURREN BREEDING SEASON AND THE NAM/WPN SURCHARGE* paid in advance prior to collection of the STALLION for the current breeding season.
6. REFUND OR FEES; This contract shall be null and void and the PURCHASER shall be entitled to a refund of any amount paid hereunder if the STALLION should die or become unfit for service prior to servicing the MARE in the Present Breeding Season: The PURCHASER shall not be entitled to any refund if the STALLION should die, or become unfit for service in any subsequent breeding season.
  7. NON ASSIGNMENT: This contract cannot be assigned or transferred by PURCHASER. There shall be no right of return to the STALLION if the MARE is sold or otherwise changes ownership after having been served by the STALLION.
  8. 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. ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.
  9. FOR FARM BORDERES ONLY:
    - a.. PURCHASER agrees that all veterinary, farrier, foaling and other fees, together with board of \$40 per day, will be paid promptly upon invoicing. No MARE WILL BE REMOVED FROM THE farm UNLESS ALL FEES AND COSTS ARE PAID IN FULL.
    - b. The PURCHASER hereby releases the FARM from any responsibility of liability for any disease, injury or accident to the MARE or accompanying foal resulting from any negligence.
  10. PURCHASER and / or MARE owner, shall assume all responsibility for the condition of the MARE and shall bear all risk of loss or damage to the MARE, whether by death, disease, injury, infection or otherwise, and by any cause whatsoever, and therefore agrees to hold **Loretta & Richard Eichenberg** or any person employed by or associated with **Loretta or Richard or FINALLY FOREVER FARM** harmless for any and all damages associated therewith.
  11. GOVERNING LAW: This contract shall be governed by the laws of the Commonwealth of New York and shall be signing upon the parties hereto and their personal representatives.

IN WITNESS WHEREOF, the Parties have set their hands and seals.

**FINALLY FOREVER FARM**

BY: \_\_\_\_\_ DATE \_\_\_\_\_

**PURCHASER :** \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

FAX: \_\_\_\_\_ (Email) \_\_\_\_\_

WEB SITE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**VETERINARIAN:**

(NAME) \_\_\_\_\_

(ADDRESS) \_\_\_\_\_

(PHONE) \_\_\_\_\_ (FAX) \_\_\_\_\_

(E-MAIL) \_\_\_\_\_

**SHIPPING ADDRESS FOR SEMEN ( IF DIFFERENT THEN ABOVE)** \_\_\_\_\_

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**WITNESS:** \_\_\_\_\_