



2009 STALLION SERVICE CONTRACT (U.K.): Frozen Semen

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This stallion service contract is made by and between Tami Johnson dba Windenhill ("Farm") and _____ ("Purchaser") for breeding of the mare, _____ ("Mare"), BMHA Reg. No. _____ to the stallion, SHANGHAI, AMHA Reg. No. 00153549 ("Stallion") for the 2009 breeding season ("Present Breeding Season"); subject to the following terms and conditions:

1. THE MARE:

- a. [Purchaser is the legal owner or lessee (with right to breed) of the mare and desires to purchase frozen semen to artificially inseminate the mare. Use of this semen is limited to the mare covered by this contract. Embryo Transplants are prohibited without prior written permission of the Farm.
- b. Purchaser shall return a copy of Mare's registration papers with this contract.
- c. We recommend that the mare be ultrasounded between 15 and 21 days following breeding, and ultrasounded again between 28 and 45 days to confirm pregnancy.
- d. Farm requires that the Mare is examined by an acceptable veterinarian between 30 and 60 days after the last day bred and Farm notified of her pregnancy status by day 60 after the last day bred or all return services set forth in Section 4 below are null and void.

2. FEES:

Purchaser agrees to pay Farm or its agent the following fees:

The 2009 Stallion Service Fee for the stallion SHANGHAI via frozen semen in Europe only is \$1,500.00 in U.S. funds, payable as follows: A booking fee of \$500.00 must be returned with a signed copy of this contract to reserve a service for the 2009 breeding season. The balance of \$1,000.00 is due before the first shipment of semen is ordered from the U.K. distributor, West Kington Stud, Church Farm, West Kington, Chippenham, Wilts, SN14 7JE; Tessa Clarke, Representative; 01249 782050 or mobile 07774161741. Once the service fee is paid in full, West Kington will be given the approval to process requests for semen. One shipment will consist of 8 straws of frozen semen, which should provide two doses per cycle. Should all of the straws not be utilized, they may be returned intact and frozen to West Kington Stud and Windenhill will refund the return shipping charges plus £10 per straw to the Mare Owner.

In the event the Mare Owner has an additional mare they would like to attempt to breed with the unused straws, the additional stallion service fee will be reduced to \$1,000 U.S..

Shipment preparation & shipping within the U.K.: There will be a £130.00 per shipment fee, which will be invoiced separately and payment is due within 15 days of date of invoice.

Container Return: Per requested guidelines by West Kington Stud.

- a. If credit card is inactive or does not have an available balance sufficient to cover the shipping charges, Purchaser agrees to pay all unpaid or additional costs promptly upon demand by farm. In addition, if Purchaser fails to pay any amount due hereunder for more than 30 days after notification from Farm, Farm is not obligated to perform further under the contract until all past-due amounts have been paid current.

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- b. Stallion owner agrees to sign registration application for foal, assuming all costs and fees have been paid, upon notification of a live birth. Purchaser agrees that Farm can withhold this Signature if any amounts are remaining unpaid to Farm.
- c. One paid stallion service consists of two shipments of frozen semen in one breeding season. If Mare has still not settled, additional straws may be purchased if required at a cost of £110 per cycle (8 straws), plus £130 shipping and handling within the U.K..

3. RESERVATIONS FOR SEMEN:

Farm's receipt of this Stallion Service Contract confirms the Mare's reservation to breed to the Stallion for the 2009 Breeding Season or beyond. Frozen straws become the property of mare owner as soon as payment in full is received by farm and may be used at any date in the future. If mare owner has storage services to accommodate frozen straws, semen may be ordered immediately upon final payment of service fee, so that semen is on premise and ready for usage.

4. RETURN OF SERVICE

Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth in Paragraph 5 below. However, the mare shall have the right of return to the Stallion's service in the following Breeding Season (2010), and in the next Breeding Season (2011) only in the following circumstances:

- a. If the Mare does not settle during the Present Breeding Season AND the entire Stallion Service Fee has been paid in full to Farm, she is eligible for a return of service to the Stallion if the Purchaser submits a veterinarian's certificate to that effect. Purchaser recognizes Farm's right to require a negative intrauterine culture certificate prior to the Mare's Return of Service.
- b. If the Mare is examined in foal, but becomes barren during gestation AND the entire Stallion Service Fee has been paid in full to Farm, she is eligible for a return of service if Farm receives a veterinary certificate of barrenness.
- c. If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and that subsequently dies due to this inability, AND the entire Stallion Service Fee has been paid in full to Farm, she is eligible for a return of service upon Farm's receipt of veterinary inspection.
- d. If Mare becomes unfit for breeding or otherwise unbreedable, and such condition is verified by a certificate signed by a veterinarian acceptable to Farm, AND the entire Stallion Service Fee has been paid in full to Farm, Purchaser may, with permission from Farm, substitute another mare.
- e. In the case of return of service, all fees outlined above must be paid for the current Breeding Season.
- f. The return of service guarantee is valid for two (2) Breeding Seasons following the Present Breeding Season.

5. REFUND OF FEES:

This contract shall be null and void and 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 after the semen has been shipped, or in any subsequent Breeding Season.

6. NON-ASSIGNMENT:

This contract cannot be assigned or transferred by Purchaser. There shall be no right of return to the Stallion if Mare is sold or otherwise changes ownership.