

# Breeding Contract

Updated Nov '10

## Stallion Service Contract for Versache at Tower Lane Farm, LLC

This contract made by and between Tower Lane Farm, LLC ("Farm") and \_\_\_\_\_ ("Purchaser") for breeding of the Mare named: \_\_\_\_\_ Registration # \_\_\_\_\_ to the Stallion named Versache for the \_\_\_\_\_ Breeding Season ("Present Breeding Season"); subject to the following terms and conditions:

1. **Purchaser would like to use (Please check below)**

- a. **Frozen Semen** \_\_\_\_\_
- b. **Cooled Semen** \_\_\_\_\_

2. **The Mare:** The mare to be bred is (breed): \_\_\_\_\_ Color: \_\_\_\_\_  
Year foaled: \_\_\_\_\_ Sired by: \_\_\_\_\_ Out of the dam: \_\_\_\_\_

The Purchaser may not substitute another mare for breeding without prior written consent of the Farm. Embryo Transplants are also prohibited without written permission of the Farm and unless purchaser signs embryo transfer agreement.

3. **Fees:** Purchaser agrees to pay the Farm the following fees:

A non-refundable Booking Fee of \$275 is due at the signing of this contract. This fee is deductible from the Stallion Service Fee.

A non-refundable Stallion Service Fee of \$1,200 (plus Washington Sales Tax if applicable) is payable before Mare is bred or semen is shipped.

(For shipped frozen semen only: Purchaser must provide us with a credit card number to bill directly for all shipping and handling fees.

Visa/Mastercard: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Container must be returned clean and undamaged. If ballast bags, coolant cans or containers are missing or damaged, purchaser will be charged for replacement. Handling fee for each shipment includes shipping fees to and from destination for frozen (as long as prepaid shipping label is used for return of container), but mare owner is responsible for return shipment for cooled.

Returning the Container: After receipt and use of the semen, tanks must be returned to immediately. See breeding information sheet for detailed information. We recommend that you insure the container for \$800. There will be a late container fee of \$25 per day.

Shipping Fees: Frozen - \$450 equitainer rental, shipping and handling, (fees subject to change without notice). Cooled - \$400 equitainer rental, shipping and handling, (fees subject to change without notice).

**ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE SHIPPED OR MARE IS BRED.**

4. **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 January \_\_\_\_ (year) until December \_\_\_\_ (year).

**Frozen semen** should be ordered one week before you need to breed the mare and will be shipped FedEx priority overnight.

**Cooled semen** is only collected on Mondays, Wednesdays and Thursdays and require notification by 2:00pm (pacific time) the day prior to collection. Semen will be shipped the day of collection FedEx next day delivery.

All orders for semen shipments shall be filled as received, subject to availability of the Stallion. The Farm will maintain frozen semen based on the anticipated breeding of mares scheduled for the breeding season. The Farm will make every effort to schedule collection based on the mare owner needs. However, the Purchaser understands that the Stallion will be competing away from the farm during the breeding season and occasionally not always be available for collection.

5. **CONDITIONS:** Stallion services will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to the Farm. In signing this contract the mare owner confirms that all required information on the mare and mare's health has and will be provided prior to breeding as identified in the "Breeding Information" for Tower Lane Farm. In the event the mare is barren, the Farm requires the submission of a recent negative intrauterine culture certificate (within 2 months). In some cases the Farm may also require a uterine biopsy and/or Progesterone assay. In all cases, the veterinarian must certify that the Mare's immunizations for equine rhinopneumonitis (equine herpes type 1) have been kept current.
6. **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 to return to the Stallion service in the following breeding season and in the third breeding season only in the following circumstances:

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.

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 five (5) days from the date of death.

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 (5) days from the date of death.

In all cases, the required veterinary certificate shall affirm that the Mare had been immunized for equine rhinopneumonitis (equine herpes type 1) 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.

If the Purchaser's mare becomes unfit for breeding or otherwise unbreedable, purchaser may substitute another mare. Purchaser must request this change in writing.

All rights of return to the Stallion are subject to prepayment of costs as set forth in 3 above.

7. RETURN OF 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, is sold, or becomes unfit for service prior to serving 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 semen has been shipped or in any subsequent breeding season.
8. 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.
9. 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.
10. GOVERNING LAW: This contract shall be governed by the laws of the State of Washington and shall be binding upon the parties hereto and their personal representatives.

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

Tower Lane Farm, LLC \_\_\_\_\_

Purchaser (Print Name): \_\_\_\_\_

Purchaser (Sign Name): \_\_\_\_\_

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

\_\_\_\_\_

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

Date: \_\_\_\_\_