



5660 Johnson Lake Rd. DeLeon Springs, FL 32130
Tel. 386.717.1298
Email: mgrh@hotmail.com

STALLION SERVICE CONTRACT

This contract made by and between Mary-Go-Round Horses, Inc. and _____, herein referred to as Purchaser, has engaged one service to Tide Creek Alchemist (the "Stallion") standing at Mary-Go-Round Horses, Inc. for the 2009 breeding season.

1. **PURCHASER WOULD LIKE TO USE:** Fresh Chilled Semen
2. **THE MARE:** The mare to be so bred is

Name: _____
(breed) _____ Reg# _____
Color _____, foaled _____;
by _____
out of _____ by _____

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.

3. **FEES:** Purchaser agrees to pay the Farm the following fees:
 - a. A non-refundable Booking Fee of \$_____ is due at the signing of this contract. This includes first collection, lab evaluation and preparation and shipping container. If the mare needs to be rebred the following season for any reason, a new non refundable booking fee must be paid before shipment of semen for that year.
 - b. A non-refundable Stallion Service Fee of \$_____ is payable before Mare is bred or semen is shipped.
 - c. (For shipped semen only:) Container fee is included and container belongs to the mare owner. It is mare owner's responsibility to send container back to stallion owner for further collections.
 - Collection fee: \$200.00 per shipment includes collection, lab evaluation and preparation for shipment. Mare owner must return container or a new container fee will be charged. **First cycle collection is included in Booking fee**, any further collections will be charged and must be paid before collection takes place.
 - We do not offer counter to counter shipping.

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 _____ until _____.

- a. Fresh Chilled Semen collected only Monday, Wednesday and Friday. All Semen orders must be received by **5 p.m. E.S.T.** the day before the requested collection date. Cancellations must be made by 8:30 a.m. EST on the day of collection or Purchaser will pay full collection fee for ordered semen. Late orders will be filled if possible.
- b. All orders for semen shipments shall be filled as received, subject to availability of the Stallion. 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.
- c. Purchaser understands that the Stallion will be competing away from the farm during the breeding season and will not always be available for collection. It is the Purchaser's responsibility to contact the farm for dates the stallions will not be available for collection due to the show schedule.

Stallion will not be available _____ (subject to change and is mare owners responsibility to check. **Unavailable dates can be viewed at http://www.marygoroundhorses.net/show_schedule.html** and will be posted on stallion page during breeding season.

5. **CONDITIONS:** Stallions 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 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. Upon reconciling of the Purchaser's account and the return of the Veterinary Certificate of Insemination and Pregnancy Examination, a Breeding Certificate will be issued.
7. **RETURN OF SERVICE:** Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth in 8 below.
However, the Mare shall have the right of return to the Stallion's service in the 2009 breeding season only in 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 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 of the examination.
 - c. 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 five (5) days from the date of death.
 - d. 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.
 - e. If the Purchaser's mare becomes unfit for breeding or otherwise unbreedable, purchaser may substitute another mare at stallion owners discretion for the following breeding year only. Purchaser must request this change in writing.
 - f. All rights of return to the Stallion are subject to prepayment of costs as set forth in 3 (a) and 3 (c) above.
8. **REFUND 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 or become 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. No refund is available if Stallion is sold; but Purchaser may breed to another Stallion owned by the stallion owner of the same or lesser Stallion Service Fee.

9. **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.
10. **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
11. hereunder except that it is the Stallion's. **ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.**
12. **FOR MARES TO BE BRED AT Mary-Go-Round Horses, Inc. ONLY:**
 - a. Purchaser agrees that all veterinary, farrier, foaling, and other fees are in addition to the Stallion Service fee, and that all such fees, together with board of \$ 15.00 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 gives the Farm permission to act as agent in an emergency situation if the Purchaser cannot be reached in a timely fashion.
 - c. The Purchaser hereby releases the Farm from any responsibility or liability for any disease, injury or accident to the Mare or accompanying foal resulting from any negligence.
13. **GOVERNING LAW:** This contract shall be governed by the laws of the State of Georgia 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.

Mary-Go-Round Horses, Inc. _____

Purchaser(*Please Print Name*): _____

Purchaser (*Signature*): _____

Address: _____

Date: _____ Phone #: _____

Please provide a copy of your mares registration papers so we can process your breeding certificate.

Which registry do you expect the foal to be registered with? _____

What month do you plan to start breeding _____

Does your vet inseminate at 24 and 48 hours or just one dose per cycle?

Name and address where semen is to be shipped

***Mare owners Fedex shipping account number _____

Mare owner must have a Fedex account number to be charged directly by Mary Baldauff for shipping semen Priority Next Day.