

**2010 STALLION SERVICE CONTRACT**  
**Maestoso Samira XXI**

WITNESS THIS AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 2010, between **Touchstone Acres**, hereinafter referred to as "Farm," and \_\_\_\_\_, hereinafter referred to as "Mare Owner."

WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name of \_\_\_\_\_, with the \_\_\_\_\_ Registry, Registration No. \_\_\_\_\_, foaled \_\_\_\_\_, and

WHEREAS, Mare Owner wishes to breed said mare as above-described to the stallion, **261 Maestoso Samira XXI**.

IT IS NOW THEREFORE AGREED between the parties as follows:

Booking and Stallion Fees

(A) Mare Owner agrees to pay a non-refundable booking fee of \$300.00 to reserve a breeding for the breeding season starting April of the year in the contract Title, which shall be credited against the Stallion Service Fee. If the mare is not bred or delivers a live foal within Two (2) years, starting from January first (1st) of the year the contract was signed, the contract will be null and void and no refunds, re-breedings, or fees will be returned/given to Mare owner. **The Booking Fee is due upon the execution of this document.**

- (B) For consideration of  
\$1500.00 for purebred Lipizzan mare \_\_\_\_\_  
\$800.00 for Non-purebred Lipizzan mare \_\_\_\_\_

excluding mare care, Farm hereby agrees to breed via artificial insemination (AI) the stallion, 261 Maestoso Samira XXI, as above-described to the mare belonging to Mare Owner as above-described. One-half of this fee must be received prior to the collection or shipping of any semen. The balance is due upon delivery of a foal that stands and nurses without assistance within twenty-four (24) hours.

**SPECIAL DISCOUNTS**

- 10% booked by February 28** \_\_\_\_\_  
**5% booked by March 31** \_\_\_\_\_  
**10% repeat breeding** \_\_\_\_\_  
**10% multiple mare -for second + mares(s)** \_\_\_\_\_

- (C) The Farm shall have a lien against the mare, any foal at side and the produce of the mating which is the subject of this Agreement until such time as any and all charges are paid in full; said lien shall survive any transfer of possession. Mare Owner agrees to pay all charges when due and should Mare Owner fail to do so, Farm shall be entitled to recover any costs, expenses and attorney's fees expended in collection. In the event collection of Owner's account is placed in the hands of an attorney, Owner agrees a minimum fee of \$250.00 shall be assessed as attorney's fees.
- (D) In the event the above-named stallion stands at a commercial breeding and/or boarding facility, said facility will be considered an independent contractor for purposes of this agreement.

General Conditions

This contract is a "Live Foal" contract. **"Live Foal" is herein defined as a newborn foal which stands and nurses without assistance in the first 24 hours.** If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege for the following two (2) breeding seasons only if the notification procedures as set forth below are followed.

None of the above-described fees shall be refundable except as described below. However, Farm guarantees a return breeding for the following breeding season for said mare or an approved substitute should a "live foal" as above-described not result from this mating. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one week from the date of death of the fetus, or in the alternative, a sworn statement from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown. The Mare Owner recognizes the Farm's right to require a negative intrauterine culture certificate prior to the Mare's return to service.

In the event of the death of the above-named stallion, this contract shall become null and void. No money shall be refunded to mare owner except during the first breeding season if the mare has not been bred. In the event of the stallion's death prior to the delivery of a live foal, the live foal guarantee as above-described shall become null and void. No other fees or charges are refundable except as described in this paragraph.

**It is understood that the breeding season for Farm commences on April 1 of the calendar year and terminates July 1 of the same calendar year. Weather permitting, collections will be available in March as well.** Mares who do not come into season or are not settled within said breeding season as above-described shall be carried over to the following year, or may be rebred during the following heat(s) if it is practical for Farm to do so. Special arrangements may be made for earlier or later breeding if it is practical for Farm to do so. In the event mare owner elects to re-breed during the following breeding season, Mare Owner agrees to pay any increase in the stallion service fee, or breeding facility fees.

In the event of breeding by transported semen, mare owner shall give Farm as much advance notice of request for shipment as possible. The expected week of the insemination must be identified. Collection request must be received by Farm **no later than 12 noon 2 days before shipment**. Mare owner shall pay, in addition to the booking and breeding fees, all reasonable and actual costs of collecting and transporting the semen from Farm or collection station to mare owner, as well as insemination of the mare by mare owner's veterinarian.

The mare owner agrees to use the shipped semen only on the mare named above in this contract and shall have a licensed veterinarian verify in writing that the shipped semen has been used only to inseminate the mare named above in this contract. The mare owner agrees to deliver such certification to Farm within the breed report provisions, instructions and deadlines. The breeding reports mentioned in this contract will be enclosed in first shipment. A Breeding Certificate will be issued for the registration of one foal. Embryo transfers resulting in more than one foal being born will require the payment of an additional breeding fee for each additional foal.

The Farm is not responsible for lost, delayed, or damaged semen. The Farm 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.

Mare Owner assumes all responsibility for pregnancy testing. Mare owner agrees to have said mare pregnancy checked and provide said information to Farm within five days from the date of said pregnancy check. **Failure to provide said information waives the live foal guarantee** although Mare Owner shall have a guaranteed right to re-breed the following breeding season at the rate set for said breeding season.

All mares must receive an ultrasound scan **between 16 and 32 days of the last insemination** or breeding, and palpation or ultrasound **between 55 and 155 days of the last insemination** or breeding.

The live foal guarantee mentioned above is expressly contingent upon the mare owner properly caring for the pregnant mare. Proper care shall include, but shall not necessarily be limited to, proper feeding and nutrition, regular de-worming with products approved for pregnant mares, vaccinations that are customary in the mare owner's geographical area, and proper intervention during foaling if necessary.

Sale of the mare by Mare Owner to another party or parties will terminate the live foal guarantee as set forth above and described in this contract unless same is acknowledged and accepted in writing by Farm.

The mare owner may not assign any rights or delegate any duties under this contract without the prior written consent of the Farm.

No delay or failure by the Farm /stallion owner to exercise any right under this contract shall be deemed a waiver of any right or remedy otherwise available to Farm.

**Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equines reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

### **Warning**

**Under West Virginia law, each participant in an equestrian activity expressly assumes the risk of and legal responsibility for any injury, loss or damage to person or property which results from participation in an equestrian activity, pursuant to West Virginia Code § 20-4-4 (2001).**

This contract represents the entire agreement between the 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 into in the State of West Virginia, and shall be enforced and interpreted in accordance with the laws of said State.

In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Additional agreements should be separately initialed by each party. If none, check here  | .

FARM NAME  
Touchstone Acres  
901 Old Leetown Pike  
Kearneysville, WV 25430-3803

By

STALLION OWNER

MARE OWNER

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