

STALLION SERVICE AGREEMENT/fresh

This agreement for stallion service is made and entered into as of _____, 2004, between Jump Start Farm (hereinafter referred to as "JSF") and _____, the mare owner (hereinafter the "mare owner"). This contract is fully agreed upon and will be exercised under the following terms and conditions:

1) Upon receipt of the \$200 nonrefundable booking fee and the mare owner's signature on this contract, JSF hereby reserves the mare owner's right to breed to _____, for the breeding season running from 3-1-04 through 9- 01-04. This breeding right is sold for the mare identified below and is limited to a 2 year term with a live foal guarantee. The stallion service fee of \$_____, and all collection, container, and shipping fees must be received at least 10 days before semen will be shipped.

Mare's name: _____	Mare's dam: _____
Mare's sire: _____	Dam's sire: _____
Breed registry: _____	Registration # _____
DOB: _____	
Height _____	Color _____
markings _____	
In Foal? _____	Due? _____
last foaling date _____	last uterine culture/cytology _____

2) A photo (or video) clearly showing the conformation of the mare and a copy of her registration papers must accompany this document.

3) JSF reserves the right to refuse any mare service due to poor conformation or lack of quality. If JSF exercises this right the booking fee and this contract will be returned immediately.

4) Mare owner requests semen for the month of _____, 2004. Mare owner agrees to alert JSF of mare's nearing readiness for breeding. **ALL SEMEN REQUESTS MUST BE MADE BY 9 AM PST at least 24 HOURS PRIOR TO SEMEN NEEDING TO BE SHIPPED.** All other requests will be accommodated if possible and will incur a late fee of \$50.

5) Mare owner understands that all semen shipping expenses including semen collection are the mare owner's responsibility and a credit card #, money order, or deposit check must be received by JSF at least 10 days prior to collection to cover these expenses. JSF will insure semen container for full value when shipping semen to mare owner; if mare owner (or mare owner's veterinarian, insemination station, etc.) elects not insure container and it is damaged, lost or stolen before it is received by JSF, mare owner agrees to reimburse JSF for its full value. Mare owner agrees to return the semen container within 5 business days of the date semen is shipped or will be charged \$25/day late fee until container is received.

6) Mare owner agrees to use the shipped semen *only* on the mare named above and shall have their veterinarian verify the dates of insemination and the identity of the mare bred in writing on the form provided by JSF. Mare owner agrees it is his/her responsibility to return completed breeding form to JSF.

7) Mare owner understands that should the mare not deliver a live foal in the year following breeding, which can stand up alone and nurse, that s/he must obtain a written explanation from a licensed veterinarian within 72 hours of the foal's/embryo's death. If notice of foal death, early embryonic loss, or abortion is received within 14 days of incident, mare owner will be entitled to re-breed the above mare until she carries a foal that can stand and nurse, or until 2 breeding seasons have passed from the inception of this contract. Mare owner understands to re-breed, s/he will have to pay the stallion's 2005 booking fee, however the breeding fee will be waived. If the vet's certificate is not received in 14 days from the incident, JSF is not required to issue a re-breed.

8) Mare owner promises to provide Rhino shots and to deworm above mare at 3, 5, 7, and 9 months of gestation and to have the mare checked by way of ultra sound at 15-17 days (for twins), at 30 days (if pregnant at 15 days), and 60 (if pregnant at 30) days following insemination. The mare owner further agrees to provide intervention if necessary during foaling. If mare owner can not show proof of this, s/he understands that s/he may forfeit their right to a re-breed (and the pregnancy).

9) Mare owner understands that this contract is nontransferable, and in the event that this mare is sold, no refund or re-breed shall be due by Jump Start Farm.

10) If the mare dies before or after service, JSF, in its sole discretion, may permit mare owner to use another mare, however the 2 year term/LFG of this contract continues from the inception date of this contract. If the stallion dies or becomes unfit for service, JSF farm will substitute frozen semen and a new contract shall be issued. Should mare owner decline such substitution, no fees shall be reimbursed to mare owner.

11) Mare owner understands JSF collects the stallions Monday, Wednesday, Friday (Tuesday, Thursday, Sat. collections can be made by special appointment if mare's cycle has been followed by a veterinarian). Mare owner further understands that JSF has scheduled the stallion's showing/inspection engagements around breeding duties but there may be a day where the stallion is unavailable for collection. JSF will make *every effort possible* to provide the mare owner with fresh chilled semen, however, if the stallion is unavailable for any reason, frozen semen can be provided for a fee.

12) Should 3 timely inseminations that do not achieve a pregnancy occur, mare owner agrees to a) substitute (approved by JSF) the mare or b) substitute the vet/clinic used. Before a 4th shipment will be sent, mare owner agrees to provide proof of a current "negative" culture & cytology and proof of a favorable uterine biopsy. JSF requires a clean culture and cytology for mares who have failed to become pregnant in the prior year.

13) Mare owner agrees to send JSF a photo of the resulting foal taken within 3 months of birth with mare's name and date of foaling and hereby gives permission for JSF to use photo for the purpose of promoting the stallion.

14) Mare owner understands that should a balance be due during the span of this contract, JSF will bill mare owner on a monthly basis. All registration paperwork will be withheld until mare owner has a zero balance. Mare owner furthermore understands that should any balance go past 30 days, a late fee of \$30/month will be incurred unless other arrangements are made in writing. If any unpaid balances go beyond 60 days, mare owner authorizes JSF to collect the entire unpaid amount via mare owner's credit card.

15) Mare owner agrees that this contract shall be governed by the laws of the State of California and any law suit or action brought about by or against the stallion owner/JSF shall be filed and heard in the County of San Luis Obispo, State of CA (or present county of Jump Start Farm). If legal action is necessary to interpret any of this contract or to recover any costs of any suit or action, reasonable attorney's fees, etc., all costs will be the responsibility of the mare owner.

This contract is executed and shall be legally binding on the parties hereto, and their heirs, executors, administrators and assigns. By signing below, the mare owner indicates that s/he understood and agreed to the foregoing contractual arrangement.

Signed (mare owner) _____ Date _____

Printed name _____ address _____

city _____ state _____ zip code _____ Email _____

phone _____ cell phone _____ Fax _____

Signed (stallion owner) _____ Date _____

address where you would like semen shipped _____

Is Sat delivery available? _____

cc# _____ exp date _____