

# Stumpf Stables

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## STALLION SERVICE AGREEMENT FOR TRANSPORTED SEMEN

This agreement is made between STUMPF STABLES, LLC ("Breeder") and \_\_\_\_\_ ("Mare Owner") for one breeding by transported semen to the stallion, **JUST ME ONLY** (AQHA #3690302), for the (AQHA / APHA) mare, \_\_\_\_\_, Registration No. \_\_\_\_\_ for the 2010 breeding season at a fee of \$ \_\_\_\_\_.

This agreement is subject to the following terms and conditions:

1. The Mare Owner must sign and return a copy of this contract to Stumpf Stables before it is binding on both parties. A photostatic copy of both sides of the mare's registration papers, with current owners listed, must accompany this contract. No semen will be shipped until a copy of the mare's papers is received.
2. **Fees and Expenses:** The following fees are applicable and must be paid prior to semen being shipped:
  - A) **Charges:** The non-refundable stud fee of \$ \_\_\_\_\_ for the stallion is due together with this signed agreement and a copy of the mare's papers prior to the shipment of cooled semen.
  - B) **Credit Card:** In order to ship semen, a current Visa or MasterCard number must be on file. (Any exceptions must be arranged with the Breeder.)
  - C) **Expenses:** A \$250 fee plus shipping expenses will be charged every time semen is collected and shipped. These charges will be applied directly to the credit card prior to shipment.
  - D) **Equitainer:** If Federal Express is not used, semen will be shipped using an Equitainer provided by the attending veterinarian or by the Mare Owner. If the Breeder's container is used, it must be returned to the Breeder within 72 hours of receipt. In the event the Equitainer is not received within 72 hours, the Mare Owner will be assessed a non-refundable charge of \$50 per day until the Equitainer is returned. This charge will be applied directly to the credit card. The maximum charge will not exceed \$300. Any damage to the semen container or its contents will be the responsibility of the mare owner.
3. **Condition and Treatment:**
  - A) The mare owner represents that the mare will be healthy and in sound breeding condition at the time of artificial insemination. The Mare Owner shall diligently attempt to settle the mare: if however, the mare does not settle the Breeder and the attending veterinarian will be held harmless. The Mare Owner shall not be entitled to a refund of fees. If the mare does not conceive after four (4) shipments of semen, the mare owner shall have the option of bringing the mare to *Greene, Lewis and Associates, Inc.* to be bred during the remainder of the season, the option of waiting to have the semen shipped the following year, or the option of having the mare bred at *Greene, Lewis and Associates* the following year. A veterinarian's certificate stating unequivocally that the mare is not pregnant or has lost her foal is required before the mare will be bred the following year. A clean uterine culture (within 60 days) may also be required prior to rebreeding. In the event the mare should be sent to *Greene, Lewis and Associates* for breeding, all customary charges incurred while at the breeding farm will be the sole responsibility of the mare owner as stated in the Stallion Service Contract for Stumpf Stables, LLC. If the mare does not produce a live foal two (2) years following the initial year the breeding fee was paid, the Mare Owner shall have no further rights under this contract.
  - B) The responsibility for conception is the Mare Owner's. Therefore, a qualified, experienced licensed veterinarian competent in the use and handling of transported semen should perform the insemination. The Breeder, in its sole discretion, may refuse to ship semen beyond four (4) shipments, if the Breeder believes the insemination is not proper or the mare is not healthy.
4. **Waiver of Liability:** Other than as provided in this agreement, the Breeder (Stumpf Stables, LLC and/or *Greene, Lewis and Associates, Inc.*) shall not be liable in any way to any failure to settle, injury, sickness, disease, or death of the mare or foal arising from the stallion service pursuant to this agreement.
5. **Breeding Season:** For purposes of this agreement, the breeding season shall begin February 1<sup>st</sup> and close July 1<sup>st</sup>.
6. **Transported Semen:** Semen will be collected on a Monday/Wednesday/Friday basis. **Greene, Lewis and Associates** (985-893-3839) must be notified prior to 9 a.m. (CST) on the date semen is to be shipped. (24-hour notice is preferred.) All requests for semen shipments will be filled as received, subject to availability of semen on the above named stallion, and at the discretion of *Greene, Lewis and Associates*. If there is insufficient semen to fill all orders on any given day, *Greene, Lewis and Associates* will determine which orders will be honored. This decision will be based on information provided by the mare's veterinarian.  
The Mare Owner agrees to comply with all AQHA requirements, as applicable, concerning the use and handling of transported semen. The Mare Owner agrees to perform the insemination within twenty-four (24) hours but not more than forty-eight (48) hours from the receipt of the transported semen.
7. **Live Foal Guarantee:** The Mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse without assistance. If a live foal does not result from the breeding, the mare owner will be entitled to rebreed the mare to the stallion during the subsequent breeding season, provided that Stumpf Stables receives proper notification via telephone, fax or e-mail within forty-eight (48) hours of the slippage or non-viable birth, and within 15 days thereafter receives a certificate by a licensed veterinarian substantiating the information. The Breeder may require that the re-breeding be performed at the Breeder's facility and the Mare Owner agrees to pay mare care and other normal expenses relative to the breeding.
8. **Breeder's Certificate:** A breeder's certificate will be issued to the Mare Owner after all fees and expenses have been paid in full and upon notification of the birth of the foal.
9. **Non-Assignment:** This agreement cannot be transferred or assigned by the Mare Owner, unless otherwise agreed upon in writing with the Breeder.
10. **General Terms:**
  - A) In the event that the stallion dies or becomes unfit for service, or in the event that the mare dies during the breeding season, the mare owner may substitute another mare or breed the mare to another stallion at the Breeder's farm, as may be agreed by both the Mare Owner and the Breeder. If another stallion is not available, this agreement will become null and void, the Stud Fee (less the booking fee and the balance of other charges) will be refunded to the Mare Owner and the parties to this agreement will be released from any further rights, obligations or liabilities hereunder.
  - B) This agreement, when signed by the Mare Owner and the Breeder and accompanied by payment of the booking fee shall be a binding agreement on both parties on the above terms and conditions. This agreement constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion and supersedes all other agreements or understandings between the parties.
  - C) This agreement may be executed in any number of counterparts which, taken together, shall be considered as a single agreement, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.
  - D) This contract shall be construed and governed by the laws of Louisiana 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.

STUMPF STABLES, LLC – By: \_\_\_\_\_

MARE OWNER – By: \_\_\_\_\_ Date: \_\_\_\_\_

Shipping Information: Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Address \_\_\_\_\_

Credit Card Information: Visa / MasterCard \_\_\_\_\_ Number \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Veterinarian Information: Name \_\_\_\_\_ Phone # \_\_\_\_\_