

Maplewood Warmbloods, LLC

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2017 Stallion Service Contract

This contract is made _____ (day/month) of 2017 between Maplewood Warmbloods LLC and _____, Purchaser ("Mare owner"), for the breeding of the Mare _____, to the GOV Licensed Liver Chestnut stallion MW Feinermark (Fidertanz x Flemmingh x Rohdiamant x Zeus).

Purchaser (Mare Owner):

Name: _____
Address: _____
Town/City: _____
Province/State: _____ Postal Code/Zip Code: _____
Phone: _____
Email: _____

Mare Information:

Mare's Name: _____ Date of birth (m/d/y): _____
Breed Organization & Registration number: _____
Sire: _____ Dam: _____ Damsire: _____
Mare's Color & Marking: _____
Foal will be registered: GOV, other (Please Specify) _____
Last Date Foaled (or due date if currently in-foal): _____

**A copy of the mare's registration papers are due with this contract.

Terms of Agreement:

1. The mare detailed above is booked by name. This stallion service agreement is valid to this mare only. Neither booking nor the return privilege can be transferred.
2. The mare's health and condition is the responsibility of the mare owner. By signing this agreement the mare owner insures that the mare is in sound breeding condition. We recommend your mare have a negative uterine culture prior to breeding. We expect you to follow your veterinarian's recommendations for feeding, care, breeding, deworming, and vaccination. The mare owner assumes all responsibility for mare and shall bear risk of loss, damage to mare, death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination. Mare owner(s) and all associated agree to release, hold-harmless, discharge, indemnify, Maplewood Warmbloods, stallion owner(s), farm owners, as well as any employees or agents from any and all damages associated.
3. The full stud fee which includes booking fee to Feinermark is due with this agreement. Payments via credit card (Visa & MC only) and PayPal are accepted however service charges will apply. Certified bank checks, Personal or Business checks are also acceptable but must clear prior to any shipments or collections of said stallion. This agreement will not be valid until this payment is both received and cleared. Wire transfers are also acceptable. Please contact stallion owner for account information if this is your preferred method of payment.
4. The stallion fee includes the first collection fee of \$150 as well as the disposable container (\$40) and weekday overnight FedEx shipping cost (\$75). This total fee of \$265 will be charged for each

and every additional collection required following the first collection. Payment is due in above listed forms prior to schedule of collection of semen from said stallion.

5. Semen (1-2 doses) from said stallion will be shipped fresh cooled in a high quality disposable container.
6. Semen can be collected and shipped Monday-Friday during the months of April 1 -August 1, 2017. We will do our best to make mare owners aware of stallions show schedule (his unavailability) as well as possibly make frozen semen available but there are no guarantees. If mare owner requires semen outside this breeding window please contact stallion owner. Weekend collections and shipments MAY (not guaranteed) be possible at added cost to mare owner for collection, shipment, and/or courier fees. We will do our best to accommodate mare owners whenever possible.
7. The mare owner must contact Maplewood Warmbloods for semen shipments prior to 12 noon EST the day prior to the requested collection and shipment. After this time we cannot guarantee semen will arrive when requested. Semen orders will be filled in order of date/time received.
8. Purchaser understands that the stallion may be competing, be away from the farm, or possibly injured during breeding season and may not always be available for collection. It is the mare owner's responsibility to contact stallion owner to make sure he is available for collection. Maplewood Warmbloods will make every effort to be in communication with booked mare owners.
9. Maplewood Warmbloods agrees to provide fresh cooled semen in viable condition from Feinermark at the time of delivery to above address. Maplewood Warmbloods is not responsible for shipments of semen that are lost, delayed, or damaged during transport or acts of God or terrorism. The semen must be administered by a licensed veterinarian or breeding technician on the day of delivery or the live foal guarantee and any contractual obligations will not apply.
10. The semen from Feinermark is only to be used on the above mare in this contract. If the semen is used on a different mare, the stallion owner is to be notified and the full stud fee of the stallion (minus booking fee) is due immediately.
11. The mare owner will inform the stallion owner between 14-17 days post breeding and then again at 28-45 days post breeding of pregnancy status of mare. This is required.
12. Mare owner understands that no embryo flushes/transfers/transplants are to be done without the written permission from Maplewood Warmbloods. Once agreed any additional embryos above 1; recovered, successfully transplanted, and carried to 60 days are to be reported to stallion owner. At that time a full stud fee minus mare booking fee is due to stallion owner.
13. If above mare fails to conceive during the 2017 season the mare owner is entitled to a return breeding to Feinermark (provided he is available to breed). It must be used within the following two (2) breeding season as defined above. Please inform Maplewood Warmbloods of the mare's failure to conceive or loss of pregnancy as soon as possible. A veterinary report is required and must be sent to Maplewood Warmbloods for the live foal guarantee to apply and return breeding to be honored. It will be the mare owner's responsibility to pay the booking fee, new collection fees, and transportation costs on this breeding at that current season's price.
14. LFG (Live Foal Guarantee): If the above mare in contract, after being checked in foal at 14-17 days and 28-45 days, aborts or does not produce a live foal (stand and nurse within 48hrs) the mare owner will be entitled to a return breeding within the following two (2) breeding seasons. A report determining death/loss from a licensed veterinarian is required within 5 days of the death and examination of resulting foal. If this is not received the LFG is both null and void. It will be the mare owner's responsibility to pay the booking fee, new collection fees, transportation costs etc. on this breeding at that current season's price.
15. It is agreed by mare owner that if stallion is sold, dies, or becomes unable to produce viable fresh semen this agreement becomes null and void. Mare owner will be entitled to the return of the breeding fee (minus collection, booking, container, or any shipping costs). Maplewood Warmbloods may be able to provide frozen semen of said stallion to mare owner if they desire. That semen will fulfill this contractual agreement in full.

16. Mare owner understands that no paperwork, collections, semen, shipments etc. will take place until all fees have been paid in full and funds have cleared. A certificate of service will be issued to the mare owner once stallion owner receives written notification of the live birth of the resulting foal.
17. This contract is not transferrable for any reason to another mare owner or mare. There are no refunds for any reason of above booking fee.
18. This contract is governed by the laws of Orange County, NY and shall cover the terms of this agreement.

Summary of 2017 Charges:

(Note: Booking Fee, Disposable Shipper, & Weekday shipping cost of 1st shipment included in stud fee)

- \$1800 Stallion Service Fee
- \$500 Booking Fee
- \$40 - Disposable shipper
- ~\$75 – Approximate Weekday Overnight FedEx Shipping. Actual amount charged.
- \$150 - Regular Collection Fee
- \$50 – Rush/Weekend Collection (if applicable)
- \$100 - Courier Fee (if applicable)
- \$25 - Additional Shipping cost for Saturday Delivery (if applicable)
- 3.0% - fee to total amount paid via Visa or MasterCard
- \$35 – NSF fees (bounced check fee)

Semen Shipment Address (if different from mare owner address above):

Name: _____
 Address: _____
 Town/City: _____
 Province/State: _____ Postal Code/Zip Code: _____
 Phone: _____
 Email: _____

Payment Information:

Stud Fee: _____
 Booking Fee: _____
 Disposable Fee: _____
 Shipping Fee: _____ (We can use your FedEx Number: _____)
 Rush Fees: _____
 Total: _____
 Credit Card/PayPal Fee (3.0% of total if applicable): _____

Total Due: _____
 Preferred method of payment: _____

Credit Card Information (if applicable):

Name on Card: _____
 Billing Address: _____ City: _____ State: ____ Zip: _____
 Credit Card Number _____
 Exp. Date _____ CID _____

Payment & contractual agreement in effect when signed:

Purchaser: _____ Date: _____