



2301 Bryant Street, Palo Alto, CA 94301 Cell: (408) 803-0888 Tel/Fax: (650)838-0688
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2009 STALLION SERVICE CONTRACT

This contract made by and between Violet Jen ("Sire Owner") and _____
("Purchaser") for breeding the Mare named: _____
to the Stallion (please check one) Wonderful, Rubino Bellissimo, Montserrat for the **2009** Breeding Season
("Present Breeding Season"); subject to the following terms and conditions:

1. **THE MARE:** The mare to be so bred is Breed: _____ Color: _____
Markings: _____
Sired by: _____ out of _____ Reg.No. _____
2. **FEES:** Purchaser agrees to pay Sire Owner the following fees:
 - a. A Stallion Service Fee of \$_____ is payable before Mare is bred or semen is shipped.
 - b. An additional non-refundable Booking Fee of \$350.00 is due at the signing of this contract. The booking fee is excluded from the semen sales by the dose without LFG.
 - c. For embryo transplant attempt: \$_____ in addition to the Stallion Service Fee.
 - d. For shipped semen only: Valid credit card information has to be provide on the semen request form, which is available on line or can be mailed to you on request.
 - e. All fees and costs must be paid before semen will be shipped or mare is bred.
3. **RESERVATIONS FOR SEMEN:** Sire Owner's receipt of the above Stallion Service Fee confirms the Mare's reservation to breed to the Stallion for the Present Breeding Season.
 - a. Fresh Chilled Semen can be collected Monday through Friday as well as on weekend with prior arrangement. All semen orders must be received before 11 AM PST/PDT the day before the collection is needed. Please note this is 48 hours before the actual insemination can be performed.
 - b. All orders for semen shipments shall be filled as received, subject to availability of the Stallion. On rare occasions, if there is insufficient semen to fill all orders of a given day, Sire Owner's manager will determine which orders will be honored. For farm-bred Mares this decision will be based on the veterinarian's 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 may be competing away from the farm during the breeding season and will not always be available for collection. It is Purchaser's responsibility to contact the farm for dates the stallions will be available for collection. Sire Owner will make every attempt to publish the schedules to Purchasers well in advance.
4. **REFUND OF FEES:** This contract shall be null and void and the Purchaser shall be entitled to a refund of any amount paid if the Stallion or the Mare should die or become unfit for service prior to the first breeding. The Purchaser shall not be entitled to refund if the breeding has started.
5. **CHANGE STALLION SELECTION:** Purchaser may breed to another Stallion owned by Sire Owner subject to a \$300 transfer. No refund will be issued for changing to a stallion with lower Service Fee. The difference in the Service Fee must be paid before shipment will be made if a Stallion of higher Service Fee is selected.
6. **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.
7. **CONDITIONS:**
 - a. Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a licensed veterinarian acceptable to Sire Owner. The required **Mare Health Form** must be completed and signed by a licensed veterinarian.
 - b. All inseminations must be performed by a currently licensed veterinarian with experience in equine artificial insemination.
 - c. The semen must be administered on the day of delivery or the Sire Owner shall be considered to have fulfilled the contractual obligations and any guarantees shall not be applied.



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- d. It is hereby understood and agreed that shipped semen, cooled or frozen, shall be sent only to Purchaser's veterinarian, designated herein by Purchaser. An alternative location is allowed with Purchaser's veterinarian's oral or written consent.

Veterinarian doing the breeding work:			
Veterinary clinic/hospital name:			
Day phone:		Evening phone:	
Fax:		Mobile phone/Pager:	
Shipping address: (very important)		City:	State: Zip code:

- e. Purchaser is solely responsible for having the designated veterinarian to complete and sign the required **Certificate of Insemination and Pregnancy Examination** in a timely fashion in order to receive Life Foal Guarantee.
8. **RETURN OF SERVICE:** The Mare shall have the right of return to the Stallion's service in the following breeding season only in the following circumstances:
- If the Mare does not settle during the Present Breeding Season, she is eligible for return of service to the Stallion if the Purchaser returns the Certificate of Insemination and Pregnancy Examination to that effect by **October 15** of the Present Breeding Season.
 - If the Mare is examined in foal but becomes barren during gestation, she is eligible for return if Sire Owner receives a veterinary certificate of barrenness within five (5) days of the examination.
 - If the Mare subsequently produces a live foal that is unable to stand and nurse, and subsequently dies, a veterinary certificate must be provided within five (5) days from the date of death.
 - If the purchaser's mare becomes unfit for breeding or otherwise unbreedable, purchaser may substitute another mare. Purchaser must request this change in writing along with veterinary certificate to indicate the Mare's loss of breedability.
 - In all cases, the required veterinary certificate shall be an original document signed and dated on the veterinarian's own practice stationary, clearly stating the following:
 - Identification of the mare named herein
 - Verification of the stillbirth, loss of pregnancy or breedability
 - Verification that, in the veterinarian's best judgment, the mare was maintained in a reasonable state of health, including all vaccinations and deworming as recommended by the veterinarian, including but not limited to vaccination on an appropriate schedule against Rhinopneumonitis, and that monitoring of the mare around the foaling was adequate enough to reasonably detect and attend to any foaling difficulties.
 - All rights of return to the Stallion are subject to prepayment of costs as set forth in 2(c) and 2(d) above.
 - Once a live foal, or foals, has been delivered, whether unassisted or assisted by any method, and the said foal can stand and nurse, this contract has been fulfilled by Sire Owner.
9. **WARRANTY:** Sire Owner is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that this is the Stallion's. All relevant information regarding the semen at collection time will be furnished with the shipment. All warranties or merchantability and fitness for purpose are hereby excluded.
10. **LIABILITY:** The Purchaser shall assume all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare, whether by death, disease, injury, infection or otherwise, and by any cause whatsoever, and therefore agrees to hold Sire Owner or any person associated with Sire Owner harmless for any and all damages associated therewith.



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11. **GOVERNING LAW:** This shall be a binding contract when signed, and this agreement accepted by Sire Owner or his authorized agent named herein. Shall any legal action be required to enforce the terms of this contract, such action shall be subject to the Laws of the State of California, and the prevailing party shall be entitled to all reasonable attorney's fees, court costs, and documented expenses, as may be awarded by the court.

I, the undersigned, do hereby certify that I am the Purchaser named herein, or a duly authorized agent thereof, and as such have the authority to enter into this contract, as witnessed by my signature. I also certify that I have read and understood the terms of this contract and the fees charged by Sire's veterinarian and shipping, seeking legal advice if necessary to clarify any of these terms. The Mare named herein (please initial) IS ____ IS NOT ____ to be bred for an embryo transfer attempt.

Signed and Dated:

Purchaser/Agent (circle one) Signature:		Date:	
Address:			
City:	State:	Zip code:	Country:
Day Phone:	Evening Phone:	Mobile phone/Pager:	
Fax:	Email:	Website:	
Sire Owner/Agent (circle one) Signature:		Date:	

❖ Please mail the signed Stallion Service Contract with a check to cover at least the booking fee to:

Violet Jen
 2301 Bryant Street
 Palo Alto, CA 94301

- ❖ We use PayPal.com for credit card payment. Go to <http://www.1derful.com/Payments> for details.
- ❖ A photocopy of the signed contract will be returned to you for your payment receipt and your file.
- ❖ Thank you for selecting Wonderful Sport Horses stallion for your breeding program.