

**Stallion Service Contract 2006**

This contract is between European Performance Horses L.L.C. ("EPH") and \_\_\_\_\_ ("Purchaser") for breeding of the mare \_\_\_\_\_ ("Mare") to the stallion \_\_\_\_\_ ("Stallion") for the 2006 breeding season. ("Present Breeding Season"), is made upon and subject to the following terms and conditions:

1. The Mare: The Mare to be bred is: \_\_\_\_\_, Breed \_\_\_\_\_, Color \_\_\_\_\_, Foaled 20\_\_\_\_\_, by \_\_\_\_\_, out of \_\_\_\_\_ by \_\_\_\_\_. Registration Number \_\_\_\_\_  
Purchaser cannot substitute another mare for the Mare without prior consent of EPH.
  
2. Fees: Purchaser agrees to pay EPH the following fees:
  - (a) A non refundable Booking Fee of \$500.00 is payable to EPH upon the signing of this contract. The booking fee is deductible from the stallion service fee.
  - (b) A non refundable Stallion Service fee of \$\_\_\_\_\_ (less Booking Fee if previously paid) is payable to EPH before Mare is bred or semen is shipped.
  - (c) (For Shipping Semen Only): Semen collection and shipping is provided by Georgetown Equine Hospital. A valid Credit Card number must be on file with Georgetown Equine Hospital before any semen will be shipped. All fees including farm call, stallion collection and semen shipment will be applied to the credit card. In the event that equitainer is not returned to the Georgetown Equine Hospital in a timely manner, replacement costs shall be an additional fee and will be applied to the credit card. The attached mare information form must be completed and returned to Georgetown Equine Hospital.

Anticipated fees, per collection, as follows: Farm Call -\$40; Semen Collection and evaluation -\$175; Federal Express -\$75; Air Shipment -\$95.

If the use of a credit card is not practical, a \$500 deposit can be paid directly to Georgetown Equine Hospital, 210 Georgetown Way, Charlottesville, VA 22901 prior to anticipated semen collection. All fees listed above or otherwise incurred will be deducted from the deposit. An additional deposit may be required if the balance of the deposit is inadequate to cover all such fees and expenses. In any event, such fees and expenses are the sole responsibility of Purchaser who agrees to pay same upon demand.

- (d) (Taxes:) any sales or other tax any time applicable to any aspect of the breeding process or any provision of or matters contemplated by this contract or occurrences hereunder or related hereto shall be paid for solely by Purchaser who shall indemnify EPH and its employees there from.

**ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE SHIPPED OR MARE IS BRED.**

Purchaser understands that EPH is assisted in the breeding service intended to be supplied hereunder by Georgetown Equine Hospital, of Charlottesville, Virginia. Except for the Stallion Service Fee, all fees, costs, and expenses contemplated by this contract shall be paid by Purchaser to that entity. In any event, Purchaser agrees

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to save harmless and indemnify EPH from all claims by Georgetown Equine Hospital relating to the Mare, this contract, or any such fees, costs and/ or expenses.

PLEASE NOTE THAT CREDIT CARDS ARE NOT ACCEPTABLE FOR THE BOOKING FEE OR THE STALLION SERVICE FEE.

3. Reservations: the EPH's receipt of the Stallion Service Fee confirms the Mare's reservation to breed to the Stallion from March 1, 2006 to August 10, 2006.
  - (a) Purchaser refers the following months for breeding:  
\_\_\_\_\_
  - (b) All semen orders must be received by 11 am (Eastern Standard Time) on the day before the requested collection date.
  - (c) All orders for semen shipments shall be filled as received, subject to availability of the Stallion's semen and EPH's veterinary approval. If there is insufficient semen to fill all orders on a given day, EPH's veterinarian will determine which orders will be honoured. For farm-bred Mares, this decision will be based primarily on palpation results. For Mares bred off the farm, this decision will be based on the information provided by the Purchaser's veterinarian. If, for any reason whatsoever, an order for semen is not filled, the liability of EPH is limited to refunding payments made under this contract.
  - (d) Purchaser understands that the Stallion may, from time to time, be competing away from the farm or otherwise unavailable during the breeding season. Purchasers who have paid in full shall be advised (by telephone or mail) of any conflicts between the Stallion's competitions or other unavailability and Purchaser's preferred breeding dates.
4. Conditions: Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to EPH. In the event the mare is barren, EHP requires the submission of a recent negative intrauterine culture certificate (within 30 days). In all cases, the veterinarian must certify that the Mare's immunization for equine rhinopneumonitis (equine herpes type I) has been kept current. EPH expressly reserves the right, without cause, to refuse to provide stallion service to a mare. A request for stallion service shall be deemed a representation by Purchaser that Purchaser knows of no reason why the Mare should not be bred to the Stallion and knows of no health problems with the Mare detrimental to the Stallion or the breeding process.
5. Return of Service: Except as provided in paragraph 6 below, Purchaser shall not be entitled to a refund of fees paid hereunder. However, the Mare shall have the right of return to the Stallion's service in the following breeding season and in the 2<sup>nd</sup> following breeding season, but only in the following circumstances:
  - (a) If the Mare does not settle during the Present Breeding Season, she is eligible for return of service to the Stallion if the Purchaser submits a veterinary certificate to that effect. (Purchaser acknowledges EPH's right to require a negative intrauterine culture certificate prior to the Mare's return to service.)
  - (b) If the Mare is examined in foal but becomes barren during gestation she is eligible for return if EPH receives a veterinary certificate of barrenness within 5 days of the examination.

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- (c) If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies in infancy, a veterinary certificate to such affect must be provided to
  - (d) EPH within 5 days of the date of death, and in such instance, the Mare shall be eligible for return to the Stallion.
  - (e) In all cases, the required veterinary certificate shall affirm that the Mare had been immunized for equine rhinopneumonitis (equine herpes type I) during pregnancy and the date of such vaccination. Where appropriate, the certificate shall also confirm that the Mare was properly cared for during gestation and was attended at foaling. EPH's timely receipt of the required veterinary certificates is a condition precedent to any right of return.
  - (f) All rights of return to the Stallion are subject to: the applicable condition(s) above set forth having occurred; prepayment of costs as set forth in paragraph 2(c) above for each breeding season, as those costs may be adjusted in breeding seasons subsequent to the Present Breeding Season; no defaults on the part of Purchaser having occurred under this contract; and all representations of Purchaser, express or implied, having been true.
6. Refund of fees: This contract shall be null and void and the Purchaser shall be entitled to a refund of any fees prepaid hereunder if the Stallion should die or become unfit for service prior to serving the Mare in the Present Breeding Season. Purchaser shall not be entitled to any refund if the Stallion should die or become unfit for service in any subsequent breeding season or after having serviced the Mare at least once during the Present Breeding Season. No refund is available if the stallion is sold subsequent to the Present Breeding Season (except at Farm's option), but under such circumstances Purchaser may breed to another of EPH's stallions or to such stallions as EPH may arrange to have such available for such purposes.
7. Non-Assignability: Purchaser may not assign or transfer Purchaser's rights under this contract. There shall be no right of return to the stallion if the Mare is sold or otherwise changes ownership after have being served by the stallion.
8. No Warranties; Limitation of Liability: the EPH is not responsible for lost, delayed or damaged semen, and no representation or warranty of any kind is made with respect to any semen furnished hereunder, except that it is the semen of the Stallion. All warranties of Merchantability and Fitness for Purpose, etc., are hereby Expressly Excluded. In addition to and not in limitation of any other provision of this contract, to the contrary or otherwise, a finding of liability by EPH under this contract or in any manner relating hereto any extent whatsoever, shall not in any event or under any circumstances exceed the amount of the Stallion Service Fee. Also, in any event, no partners of EPH shall at any time have any personal liability hereunder or relating hereto to any extent whatsoever.
9. For Boarders Only:
- (a) Purchaser agrees that all veterinary, farrier, foaling, and other fees are in addition to the Stallion Service Fee, and that all such fees, together with board of \$20 per day, will be paid promptly by Purchaser upon invoicing. No Mare or foal will be removed from the farm unless and until all such fees and costs are paid in full.
  - (b) Purchaser hereby authorizes EPH and its employees to act as Purchaser's EPH in any situation, emergency or otherwise.
  - (c) Purchaser hereby releases EPH, its partners and its employees from any responsibility or liability for any disease, injury, accident to the Mare (and/or accompanying foal) or to others caused by the Mare or any other matter or thing that may occur, resulting from

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negligence or otherwise, and, in any event, agrees to indemnify and save harmless EPH, its partners and its employees from any loss or claims in respect of any such happenings.

10. Governing Law: This contract, which shall be governed by the international laws (without regard to principles of conflicts of law) of Virginia, shall be binding upon the parties hereto and their personal representatives

IN WITNESS WHEREOF, the parties have executed this contract.

EUROPEAN PERFORMANCE HORSES, L.L.C.

By: \_\_\_\_\_

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

PURCHASER

By: \_\_\_\_\_

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

(Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

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Georgetown Equine Hospital  
210 Georgetown Way  
Charlottesville, VA 22901  
Tel: (434) 977-5300 Fax: (434)-977-0805

## **Mare Care Information Form**

Breeding to: (Stallion) \_\_\_\_\_

Mare's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Breed: \_\_\_\_\_ Registration #: \_\_\_\_\_

Mare Owner: \_\_\_\_\_

Phone: Work: \_\_\_\_\_ Home: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Shipping Address (for semen delivery) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Credit Card Information (for semen container deposit):

Credit Card Type: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Veterinarian (handling mare): \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Address of closest Federal Express Office: \_\_\_\_\_

Saturday Delivery?: \_\_\_\_\_

Closest Airport: \_\_\_\_\_