

Friesian Dreams

8490 Old Loomis Road Franklin, Wisconsin 53132

Phone: 414-425-8857 Fax: 414-425-4744 Cell: 414-333-4361

Anne 340

STALLION SERVICE CONTRACT

This contract made by and between Friesian Dreams ("Farm")

and _____ ("Purchaser") for breeding of the

Mare _____ to the Stallion Anne 340 for the 20 _____ Breeding

Season ("Present Breeding Season"); subject to the following terms and conditions:

1. PURCHASER WOULD LIKE TO USE: Fresh Chilled Semen. The mare will be artificially inseminated. (We do not offer live cover). All booking fees & deposits must be received before the semen will be shipped. This can be done by Certified funds, wire transfer, or credit card.

2. THE MARE: The mare to be so bred is a purebred Friesian foaled in _____; by _____

out of _____; registration no. _____.

The Purchaser may not substitute another mare for breeding without prior written consent of the Farm.

Embryo Transplants are also prohibited without written permission of the Farm.

3. FEES: Purchaser agrees to pay the Farm the following fees:

a. A non-refundable Booking Fee of \$500.00 is due at the signing of this contract. This fee is deductible from the \$1,500.00 Stallion Service Fee. The balance of \$1000.00 Stallion Service Fee **must be paid in full**, prior to shipping of semen. Any balance due that has not been paid within 60 days is subject to a 10% interest charge on the unpaid balance per month.

b. This contract contains a "live foal guarantee." If Mare owner does not receive a live foal as that stands up & suckles the mare. Mare owner will receive a return breeding privilege for the following season provided the mare owner notifies the Stallion owner within 15 days of loss & sends Stallion owner confirmation of death signed by licensed Veterinarian. If payment in full is not received before Dec. 1st in the current breeding season, this live foal guarantee will be void.

c. The fee for each collection is \$250.00 plus the round trip cost of shipping the container which is usually around \$150.00. You may provide us with a credit card number to bill directly for all shipping and collection fees.

If counter to counter same day air shipment is required, the Breeder will charged a courier/handling charge of **\$120** for transporting the semen to Airport.

d. The Shipping container must be clean and undamaged. If ballast bags, coolant cans or containers are missing or damaged, purchaser will be charged \$300 replacement fee.

ANNE 340

e. Returning the Container: After receipt and use of the semen, container must be shipped back to the farm within 2 days via UPS or Federal Express 2nd Day Air. We recommend that you insure the container for \$300.00. After (5) days of non-receipt of container Owner agrees to pay Breeder \$50.00 dollar late fee per day until received. We need the containers back in a timely manner to ensure we have enough to cover all shipments. ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE SHIPPED OR MARE IS BRED.

Again, we strongly recommend that the container be returned FED EX, as they are the most reliable and accountable for damage and loss. Friesian Dreams will NOT be responsible to track down and collect insurance on lost or damaged containers and items in the containers when containers are being returned to us. That will be the responsibility of the Mare Owner

4. RESERVATIONS FOR SEMEN (ON THE FARM OR SHIPPED): The Friesian Dreams receipt of the above Stallion Service Fee confirms the Mare's reservation to breed to Anne 340 for the Present Breeding Season.

a. Friesian Dreams must receive reasonable notice of desired collection and shipment date. There will be an extra \$75.00 charge for less than 20 hour notice or same day shipments. Collections will commence every Monday, Wednesday & Friday. Please call Saturday or Sunday for a Monday collection (This semen is good for Tues. or Wed insemination) Call Monday or Tuesday for Wednesday collection (This semen is good for Thurs. or Fri. insemination) Call on Wednesday or Thursday for Friday collection (This semen is good for Saturday or Sunday insemination.)

b. All orders for semen shipments shall be filled as received, subject to availability of the Stallion. If there is insufficient semen to fill all orders of a given day, the Farm veterinarian will determine which orders will be honored. During the height of breeding season – usually May, June and July –Friesian Dreams cannot guarantee that they can send two doses of semen with every shipment ordered by the Mare.

Owner. Again, there is controversy on this issue, but most veterinary reproduction experts agree that one dose of transported semen of good quality, inseminated every other day during the mare's cycle, will be more than sufficient to settle a fertile mare. Please understand that we do not “short” you with one dose. It is a full dose with plenty of live, progressively motile sperm. If either you or your veterinarian have questions regarding this issue, please do not hesitate to contact us.

5. CONDITIONS: Stallions service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian.

6. RETURN OF SERVICE: Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth in 6 below. However, the Mare shall have the right of return to the Stallion's service in the following breeding season and in the third breeding season 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 veterinarian's certificate to that effect. The Purchaser recognizes the Farm'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 the Farm receives a veterinary certificate of barrenness within five (5) days of the examination.
- c.** If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, a veterinary certificate must be provided within five (5) days from the date of death.
- d.** All rights of return to Anne 340 are subject to prepayment of costs as set forth in 3 (c) above.

7. A Breeder's Certificate will be issued to the Mare Owner after being notified that the foal was born safely and has met the criteria for "live foal." It is important that the mare be reconfirmed in foal at the end of the breeding season. Please be reassured that you will receive your Certificate in a timely manner after the foal is born. This decision was reached after a number of mare owners either did not recall receiving, or misplaced the breeding certificate by the time it was needed for registration. This also avoids the Breeder having to track down and retrieve breeding certificates from mare owners if the foal is not born alive or the mare aborted prior to the expected delivery time.

8. REFUND OF FEES: This contract shall be null and void and the Purchaser shall be entitled to a refund of any amount paid hereunder if the Stallion should die or become unfit for service prior to serving the Mare in the Present Breeding Season. The Purchaser shall not be entitled to any refund if the Stallion should die, or become unfit for service after semen has been shipped or in any subsequent breeding season.

9. 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.

10. Should Friesian Dreams, for any reason, need to employ either a collection agency or legal services to assist in collections, Mare Owner will be responsible for these fees in addition to any expenses being billed.

11. WARRANTY: The Farm 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 it is the Stallion's. The mare owner shall assume all responsibilities for the condition of the mare and shall bear all risk of loss or damage to the mare including but not limited to, death, disease, injury,

ANNE 340

infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination. The mare owner therefore holds harmless Friesian Dreams, its owner, employees, agents, and officers from any liability for any and all damages associated therewith. The Mare Owner hereby agrees to pay all expenses and fees incurred by Friesian Dreams in defending any claims for which the mare owner has agreed to release, discharge, indemnify and hold harmless Friesian Dreams, owner, employees, agents, officers. **ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.**

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals.

Friesian Dreams. _____

Company Name(Please Print Name)_____

Name of Person signing (Please Print Name):_____

Purchaser (Signature):_____

Address:_____ City_____

State_____ Zip_____

Date: _____ Phone #: _____

Email address_____

FOAL REGISTRATION PAPERS:

Name of owner or Company name to be listed on the foal registration papers:

{Please print clearly)

Important:

The semen Must be administered by a licensed Veterinarian familiar with the concept and practical use of equine semen. Your mare must be present at your Veterinarian's facility or a qualified insemination station during her heat cycle and she must be bred there.

ANNE 340

ENCLOSE A COPY OF THE MARE'S REGISTRATION PAPERS

Date: _____
Mare Owner: _____
Mare Owner Phone: _____
Mare Owner Address: _____
Mare Owner Cell Phone/add'l contact _____
Mare Name: _____
Registration: _____
FPS Reg #: _____

Mare Attending Vet: _____
Attending Vet Address: _____
Mare Vet Phone: _____
Shipping Address: _____
Is this the Vet or the Owner:: _____

Nearest Major Airport _____

PLEASE REMEMBER TO RETURN THIS SHEET, THE SIGNED CONTRACT AND INCLUDE THE FOLLOWING:

1. **\$1500 Breeding Fee**
2. **\$500 to cover the approximate cost of the first two shipments**
3. **Copy of the mare's registration papers**

TOTAL \$2000.00

Check # _____

Please make checks payable to Friesian Dreams.

We also take Discover, Visa, and Master Card Cards: You may provide us with a credit card number to bill directly for all shipping and collection fees. Visa/Mastercard _____

Expiration date _____ Zip Code Credit card is billed to _____

COPY OF REGISTRATION PAPERS FOR MARE OR MARES TO BE BRED