

# Avalon Equine

## STALLION SERVICES AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between **AVALON EQUINE**, hereinafter referred to as “Stallion Owner” & \_\_\_\_\_, hereinafter referred to as “Mare Owner”. In consideration of the following mutual obligations and covenants, and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Stallion Owner and Mare Owner agree as follows:

1. Mare Owner may be contacted at the following location:

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

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

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

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

Mare Owner agrees that all correspondence or notifications that may arise under this Agreement shall be forwarded to Mare Owner at the address provided above and that any direct communications shall have been considered having been made if the Stallion Owner should attempt to contact Mare Owner at the phone numbers listed above. Email, although convenient, shall not be considered to be such a definitive form of contact.

2. Stallion Owner may be contacted at the following location:

**AVALON EQUINE**

33575 E. County Road 1650

Wynnewood, Oklahoma 73098

Phone: (720) 272-5998

Fax: (405) 665-1063

Email: office@avalon-equine.com

Stallion Owner agrees that all correspondence or notifications that may arise under this Agreement shall be forwarded to Stallion Owner at the above address and that any direct communications shall have been considered having been made if Mare Owner should attempt to contact Stallion Owner at the phone number listed above. Email, although convenient, shall not be considered a definitive form of contact.

3. Stallion Owner agrees to provide breeding services to the mare described below by **Belafonte d’Avalon – 2008 German Riding Pony Stallion**, for the 2012 breeding season. The breeding right is sold with a Three Year Term on a Live Foal Guarantee with all fees and deposits due to the Stallion Owner, payable before delivery of any semen. Breedings using cooled transported semen or on farm AI shall be available between March 15th and August 31st. Access to frozen semen may be available outside those dates or if the stallion should become unavailable. On-

farm breeding is performed only by Artificial Insemination, i.e., NO live cover. All veterinary costs are the responsibility of the Mare Owner.

4. Mare Owner agrees to pay to Stallion Owner a breeding fee of Eight Hundred Fifty Dollars (\$850). A Three Hundred Fifty (\$350) booking fee is included. The booking fee of Three Hundred Fifty Dollars (\$350) shall be paid upon execution of this Agreement. In addition to the booking/breeding a Two hundred and Fifty (\$250.00) refundable semen shipping deposit (if applicable) no later than 30 days prior to Mare Owner's anticipated date of need for the transportation of semen. If Mare Owner provides a current credit card number, no semen shipping deposit is required. All checks, money orders, or cashier's checks should be made payable to **EQUINE-REPRODUCTION.COM, LLC**. In the event Mare Owner chooses to pay the booking/breeding fee by VISA, MASTERCARD, AMERICAN EXPRESS or DISCOVER, the deposit and costs associated with collecting and shipping will be charged to their account at time of shipping of semen.

5. The mare to be bred pursuant to this Agreement is described as follows:

Name of Mare: \_\_\_\_\_

Registry and Registration #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Sire's Name: \_\_\_\_\_ Registry & Reg. # \_\_\_\_\_

Dam's Name: \_\_\_\_\_ Registry & Reg.# \_\_\_\_\_

6. Present Breeding Status of Mare: \_\_\_\_\_ Pregnant \_\_\_\_\_ Open

If the mare is in foal, please provide the following information:

Last Breeding Date: \_\_\_\_\_ Expected Date of Foaling: \_\_\_\_\_

7. This clause is applicable to Mare Owners utilizing transported semen only:

a. Mare owner agrees to pay a fee of \$150.00 per collection of semen together with any costs of shipping semen that may be needed to impregnate the mare, and return shipping costs of the container. If mare owners prefers, semen can be shipped in a disposable shipping container for an additional fee of \$35.00. If semen is shipped in a disposable container, Mare Owner does NOT need to return said container to Stallion Owner.. Shipping in a disposable container is NOT optimal for a quality shipment and Stallion Owner reserves the right to ship in an Equitainer in the event ambient weather temperatures are extreme.

c. The semen collection fee, together with all costs of shipping shall be deducted from the \$250.00 refundable semen shipping deposit if no credit card number is provided.

d. Mare owner agrees to contact Stallion Owner to order semen no later than 8:00 am CST on the day the semen shipment needs to be sent. In the event Mare Owner contacts Stallion Owner AFTER 8:00 a.m. CST and orders semen to be shipped that day, there will be a \$75.00 immediate collection fee. This fee is in addition to all other fees and shipping costs.

e. If the mare is pronounced in foal prior to exhaustion of the deposit, any unused deposit will be refunded to Mare Owner.

f. In the event collection and shipping costs exceed the \$250.00 deposit, an additional deposit will be required prior to shipping of any additional semen to the Mare Owner.

g. Mare Owner may provide Stallion Owner with a valid credit card number in lieu of a \$250.00 shipping deposit, in which case collection and shipping charges will be charged directly to Mare Owner's credit card as they occur.

h. Stallions' semen is collected and shipped by Equine-Reproduction.com, LLC.

8. Mare Owner understands that it is vital to keep Stallion Owner informed as to the breeding status of the mare and agrees to the following:

a. Call the Stallion Owner one week before the mare is expected to come in heat, advising that breeding will take place on the next cycle.

b. Notify the Stallion Owner on the first day the mare comes into season.

c. Call the Stallion Owner no later than 8:00 AM CST on the day semen is to be shipped to order semen.

9. To optimize pregnancy rates with cooled transported semen, the mare should be inseminated on the day she is expected to ovulate, prior to ovulation. To accomplish this, semen needs to be ordered, collected and shipped on the day prior to the anticipated ovulation. This permits collection and shipment time of roughly 24 hours. We generally ship by Federal Express or UPS. Air shipments ("counter to counter") are sometimes possible in an emergency; this can speed up delivery by 12 to 20 hours. We charge \$150.00 courier fee per shipment for this service in addition to all other fees. It is understood that semen delivery on Sunday and Monday and certain National Holidays via Federal Express or UPS is impossible. If semen is required on these days, counter-to-counter shipment by airlines may be available, but availability is not guaranteed.

10. It is the Mare Owner's responsibility to return our shipping containers (Equitainer) within three days of receipt of a shipment. This may mean overnight shipment to ensure the containers are returned within that time frame. In the event the container is not returned within the time allotted, there will be a \$25.00 per day charge for each additional day over the three days that the container is not returned up to a total of \$300. The container must be returned in a clean condition. The cup inside the Equitainer that carries the semen must be emptied of the collection bag/centrifuge tubes and rinsed out. There is a \$25.00 cleaning charge if the Equitainer is returned to us without having this done. If a disposable shipping container is used, there is an additional cost of \$35.00 for said container. Disposable container does NOT need to be returned!!

11. Mare owner specifically agrees and understands that no semen will be shipped until all fees have been paid.

12. Stallion Owner assumes responsibility ONLY to deliver semen in viable condition to the mare owner.

13. In the event the mare is deemed not in foal 15 days after the date of last insemination/breeding, Stallion Owner agrees that upon notification by Mare Owner's veterinarian that the mare is not in foal, to continue to ship semen to Mare Owner, through to the end of the breeding season or until pregnancy is established.

14. Mare Owner represents and warrants the following:

- a. Prior to transportation of any semen, Mare Owner shall have the mare examined by a veterinarian and a current uterine (endometrial) swab culture and cytology, *or* endometrial biopsy performed showing that the mare is in a sound breeding condition and free of any infection. Mare Owner shall also have the mare vaccinated and de-wormed within 30 days prior to the initial shipment of semen to Mare Owner. Mare Owner agrees to provide Stallion Owner with the above information upon demand, if Stallion Owner so requests. Mares being bred on foal heats are exempt from these requirements, however, should said mare fail to conceive on foal heat breeding, the above requirements shall apply.
- b. The mare's entire health record showing all immunizations, treatment, de-worming, etc., for the previous 12 months shall be made available to the Stallion Owner, if requested;
- c. Mare Owner shall provide copies of the mare's prior breeding history upon request by Stallion Owner;
- d. If utilizing transported semen, the Mare Owner agrees to inseminate the mare described above only and shall return the mare insemination forms, signed by the Mare Owner's veterinarian or qualified technician, at the end of the breeding season or when the mare is examined in foal for at least 50 days;
- e. In the event the Stallion Owner requests any or all of the above information and Mare Owner is unable to provide the requested information, dated prior to the first shipment of semen or the first breeding, this contract shall be null and void and Mare Owner shall forfeit all fees paid.

15. In the event Mare Owner plans to perform an embryo transfer using the contracted breeding, prior written authorization shall be required.

16. In the event the mare should be pronounced in foal by the veterinarian, and fail to produce a live foal as the result of the breeding, Mare Owner shall be entitled to have the mare re-bred the following breeding season for no additional booking or breeding fee. A \$250.00 refundable semen shipping deposit will be required (if applicable) or valid credit card to which collection and shipping charges will be and charged.

- a. A live foal shall be defined as a foal that stands and nurses without assistance for 72 hours.
- b. As a condition prior to granting re-breeding of the mare, Mare Owner must furnish a Veterinarian's Certificate, within 10 days of the foal's death, abortion, or when it otherwise becomes known to Mare Owner or Mare Owner's veterinarian that the mare is no longer pregnant the Veterinarian's Certificate shall state that the mare did not produce a live foal as defined in this paragraph and that the mare was maintained in a healthy condition while carrying the foal. The Certificate shall also include the veterinarian's verification that appropriate rhinopneumonitis vaccinations were given at a maximum of 60-day intervals beginning no later than 5 months gestation.
- c. In the event that the Mare Owner's veterinarian deems that the mare is unfit for re-breeding the following breeding season, an appropriate substitute mare may be allowed at the sole discretion of Stallion Owner.

17. Mare Owner hereby agrees release, indemnifies and holds Stallion Owner, his/her employees, agents, associates and/or assigns, harmless with respect to any liability for any sickness, disease, accident, injury or loss of or to the mare.

18. Stallion Owner and Mare Owner assume all risk of loss or damage to their respective animals and acknowledge that the risk of any such loss should be covered by appropriate insurance.

19. Should Stallion Owner determine that the stallion is not in a fit condition to breed, or in the event that the stallion has been sold or died, Stallion Owner shall notify Mare Owner of such condition. Mare Owner shall have the option of substituting the breeding to another stallion owned by Stallion Owner or breeding to the original stallion via frozen semen.

20. MARE OWNER AGREES THAT NEITHER STALLION OWNER, HIS/HER EMPLOYEES, AGENTS, ASSIGNS, AND/OR ASSOCIATES SHALL BE LIABLE TO MARE OWNER OR ANY OTHER PARTY FOR THE FAILURE OF THE MARE TO PRODUCE A LIVE FOAL FOR ANY REASON. MARE OWNER AGREES AND UNDERSTANDS THAT MARE OWNER'S SOLE REMEDY SHALL BE TO HAVE THE MARE REBRED PURSUANT TO PARAGRAPH (16, OR IF THE STALLION IS UNAVAILABLE FOR BREEDING, TO USE A DIFFERENT STALLION OWNED BY STALLION OWNER OR FROZEN SEMEN, AS PER 19 ABOVE.

21. This Agreement and the rights hereunder shall not be assignable or transferable by Mare Owner to any third party without the prior written approval of Stallion Owner and no substitution of the mare to be bred shall be made without the prior written approval of Stallion Owner.

22. Should any disputes arise with respect to this Agreement or any incidents thereto, the prevailing party in any such dispute shall be entitled, in addition to any damages awarded, to their costs incurred and reasonable attorney's fees to be determined by a court in Garvin County, State of Oklahoma.

23. The parties agree that the terms and conditions of this Agreement may not be varied or modified, in any way, except for an express written agreement signed by Stallion Owner and Mare Owner.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

Stallion Owner:

**AVALON EQUINE**

By:

\_\_\_\_\_  
Kathy St.Martin

Mare Owner:

By:

\_\_\_\_\_

We accept the following:



### Personal Information

Name: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

### Credit Card Information

Discover  Mastercard  Visa  American Express

Account Number: \_\_\_\_\_

Expiration Date (Month/Year): \_\_\_\_\_

Name as it appears on the card: \_\_\_\_\_

Address of Cardholder: \_\_\_\_\_

Authorization Code: \_\_\_\_\_

Card Holder's Signature

Date