



Stallion Service Contract for Fresh Semen

Owner: Sabrina Gartner

(203) 629-1431 (home office) ♦ (203) 253-2664 (mobile) ♦ sabrina@royaalz.com

This contract made by and between Royaal Z Group ("RZG") and _____ ("Purchaser") for breeding of the Mare named: _____ with Registration no.: _____ to the Stallion named Royaal Z for the 2007 Breeding Season ("Present Breeding Season"); subject to the following terms and conditions:

1. PURCHASER WOULD LIKE TO USE: (circle one) *Frozen Semen* *Fresh Chilled Semen*

2. THE MARE: The mare to be so bred is:

(Breed): _____
(Color): _____ (Year Foaled): _____
(Sired By): _____ (Out of the Dam): _____

The Purchaser may not substitute another mare for breeding without prior written consent of RZG. Embryo Transplants are prohibited without written permission of RZG and unless purchaser signs embryo transfer agreement.

3. FEES: Purchaser agrees to pay RZG the following Fees:

- A non-refundable 2007 Booking Fee of \$250 is due at the signing of this Contract. This Fee is deductible from the Stallion Service (Stud) Fee.
- A non-refundable Stallion Service (Stud) Fee of \$1200 is payable before Mare is bred or semen is shipped.
- Purchaser will send an additional \$300 to cover the refundable Equitainer deposit. This amount is refunded to Purchaser upon timely return of the Equitainer. (see below)
- Any unused balance of above fees will be returned to Purchaser.

Container Return: Equitainer must be returned clean and undamaged. If it is missing or damaged, purchaser will be charged for replacement. After receipt and use of the semen, Equitainer must be shipped back to the clinic within two (2) days via UPS or Federal Express 2nd Day Air. We recommend that you insure the container. Late return fee: \$20/day.

ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE SHIPPED OR MARE IS BRED. PURCHASER AGREES TO PAY ALL ADDITIONAL COSTS PROMPTLY UPON DEMAND BY RZG.

4. RESERVATIONS FOR SEMEN: Ideally, Semen orders should be received by phone 24 hours prior to the day before the requested collection date and preferably before noon. Late orders will be filled when possible. Please inform your veterinarian of this time deadline so he/she can schedule examinations of the Mare accordingly.

5. CONDITIONS: Stallion's service will be provided only to healthy mares in sound breeding condition as determined by a licensed veterinarian acceptable to RZG. In the event the Mare is barren, RZG requires the submission of a recent negative intrauterine culture certificate and cytology report (within 60 days). In some cases, RZG may also require a uterine biopsy and/or Progesterone assay. *In all cases*, the veterinarian must certify that the Mare's immunizations for equine rhinopneumonitis (equine herpes type 1) have been kept current.

6. RETURN OF SERVICE: Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth 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:

- 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 RZG's right to require a negative intrauterine culture certificate prior to the Mare's return to service.

- If the Mare is examined in foal but becomes barren during gestation, she is eligible for return if RZG 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 alone and nurse, and subsequently dies, a veterinary certificate must be provided within five (5) days from the date of death.

- **In all cases**, the required veterinary certificate shall affirm that the Mare had been immunized for equine rhinopneumonitis (equine herpes type 1) 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. RZG's timely receipt of the required veterinary certificates is a condition precedent to any right of return.

- If the Purchaser's Mare becomes unfit for breeding or otherwise unbreedable, Purchaser may substitute another mare. Purchaser must request this change in writing.

- All rights of return to the Stallion are subject to prepayment of costs as set forth above in paragraph 3 and are limited to the specific conditions set forth in this paragraph 6.

7. 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.

8. EXCLUSION OF WARRANTIES: RZG and Purchaser agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties, expressed or implied (except the express warranty that semen shipped pursuant to this contract is the Stallion's semen) are excluded from this transaction.

9. REMEDIES: Purchaser agrees that RZG shall not be liable for incidental or consequential damages resulting from any act or omission of RZG, nor shall RZG be responsible for lost, delayed, or damaged semen if the loss, delay, or damage occurred after shipment by RZG and clinic. Under no circumstances shall RZG's liability to Purchaser for any reason exceed the sum or value of Purchaser's payments to RZG under this contract.

10. 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.

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

Royal Z Group: _____

Purchaser (print name): _____

Purchaser (signature): _____

Address: _____

Phone: _____

E-mail: _____

Date: _____

Address that Semen is shipped to (include phone number(s):

Can above delivery address accept Saturday courier deliveries? (circle one)

Yes

No