

Stallion Service Contract for Shipped Semen
Royal Palm Ranch, LTD

Fox Grove Farm 9445 NW 60th Ave Ocala, FL 34482 352 629-3310 352 629-3470 Fax
www.lynnpalm.com

This certifies that _____, herein referred to as Mare Owner, has confirmed a reservation for transported semen collected from Larks Hot Potator, for the mare _____, for the 2004 season. Royal Palm Ranch, LTD, owner and agent for Larks Hot Potator will be referred to as Breeder.

Breeding Season- The breeding season for this contract shall begin February 15 and close July 15 of the year of this contract.

Breeding Fees- The stallion breeding fee is \$800. A \$500 non-refundable booking fee is due upon signing and acceptance of this contract and the balance of \$300 is due prior to the first shipment. Booking fees received by February 15, 2004, will be honored with an early booking discount of \$100 with the balance of \$200 due prior to the first shipment. A copy of the mare's registration papers must accompany the signed contract. The Owner recorded on the registration papers at the time of breeding will be recorded on the Stallion Breeding Report.

Shipping Expenses- Prior to the first shipment of cooled semen, the Mare Owner must cover all costs of the semen shipping process for each shipment, including collection and packaging fee of \$250, non-refundable container fee of \$50 and ground shipping charges or courier and air shipping charges which are variable.

Mare Owner Responsibility- The Mare Owner represents and warrants to the Breeder that the Mare is in sound breeding condition and free from infection and disease. Settling the mare is the responsibility of the Mare Owner; however, if the mare does not settle, the Mare Owner is not entitled to a refund of fees. If the Mare does not conceive after 3 shipments, the Mare Owner shall have the option of having semen shipped the following year. All rights of return are subject to cost in Shipping Expenses. A veterinarian's certificate stating that the Mare is not pregnant or has lost her foal is required before semen will be shipped the following year. If the mare does not settle following the initial year the breeding fee was paid, the Mare Owner shall have no further rights under this contract.

Collection Schedule- Designated collection schedule **Monday, Wednesday, Friday** Fox Grove Farm must be contacted by **10:00 am Eastern time the day prior to the semen shipping date**. All requests for semen shipments will be filled as received, subject to availability of semen on above named stallion. If there is insufficient semen to fill orders on a given day, the agent and veterinarians will determine which orders will be honored. This decision will be based upon information provided by the Mare Owner's veterinarian.

Shipped Semen Handling- The Mare Owner agrees to comply with all breed association requirements, as applicable, concerning the use and handling of shipped semen.

Live Foal Guarantee- The Mare Owner is guaranteed one “live foal”. Live foal requires that the foal stand and nurse for 24 hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare to the stallion for no additional breeding fee plus shipping expenses the same or next breeding season. Proper written notification that the Mare has slipped or produced a non-viable birth must be forwarded to the Breeder by a licensed veterinarian.

Refund of Fees- It is agreed that should the above named stallion die or become unfit for service a 90% refund of the breeding fee will be refunded when and only when all additional expenses are paid. If the mare dies or becomes unfit to breed after any shipment of semen, then this contract shall be null and void.

Breeder’s Certificate- A Breeder’s Certificate produced by the appropriate Association will be issued to the Mare Owner after all fees and expenses have been paid in full and *upon notification to Fox Grove Farm of the birth of the foal.*

No Liability- Royal Palm Ranch, LTD, and their respective stallion owners, stallion managers, employees, officers, directors and others working on their behalf are not responsible for lost, delayed or damaged semen or make no representation or warranties of any kind with respect to any semen furnished except that the semen shipped is from the above named stallion.

Binding and agreement- This contract shall be governed by the laws of the state of Florida, and shall be binding upon the parties hereto and their respective representatives, employees, agents, managers and others acting on their behalf. In case stallion owner or manager brings suit or arbitration proceedings to enforce this agreement, Mare Owner Agrees to Breeder’s expenses incurred, including court costs and reasonable attorney’s fees.

I hereby agree to these terms and conditions as set forth in this contract:

Breeder/Assigned Agent or Stallion Manager	Date
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Mare Owner	Date
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Credit card number: _____

Mare Owner Information

Name: _____

Expiration date: _____

Address: _____

3 digit code following last 4 numbers of card

located on Signature line: _____

Phone: _____

Name/address of cardholder: _____

Cell Phone: _____

Fax: _____

Email Address: _____

Check number: (payable to Royal Palm

Ranch) _____

Shipping Information

Amount: _____

Veterinarian: _____

Address: _____

Phone: _____

Payment Information