

Equivale Inc.

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**STALLION SERVICE BREEDING CONTRACT
NON DILUTE MARES ONLY
UNDER PENALTY OF \$30,000 USD FINE**

This contract dated on the ____ day of _____, 20____ made by and between Equivale Inc., ("Farm") and _____ ("Purchaser") for the breeding of _____ ("mare") to the stallion Blue Eyed Dream ("Stallion") for the breeding season of 2009 is subject to the following terms and conditions:

I. The Mare to be so bred is _____ (breed) number _____ (registration number,) by _____ (mare's sire,) out of _____ (mare's dam,) foaled _____ color _____.

The Purchaser may not substitute another mare for breeding without prior written consent of the Farm. Such consent may be granted or withheld at the Farm's sole discretion. The Purchaser hereby declares that this is not a dilute mare.

II. The Owner is residing at (mailing address:) _____

Phone #: _____, Phone # _____

III. Fees: Purchaser agrees to pay Equivale the following fees:

- A. A non-refundable booking fee of **\$ 200** is due upon signing of this contract.
- B. A non-refundable Stallion Service Fee of **\$ 1,400**
 - 1. Consecutive year discount -\$ 100 (if Owner bred the same mare the year before.)
 - 2. Multiple mare discount - \$100 (for each additional mare bred in the same year.)
 - 3. Early Booking discount - \$200 (if booked before January 1st 2008.)
 - 4. Lowest Stallion Service Fee attainable is \$800
- C. Semen Collection: **\$ 200** per collection.
- D. **(For shipped semen only:)** An additional deposit of **\$435 will be applied to the following costs:**
 - 1. Container Deposit **\$ 350 (refundable** when mare is confirmed 14 days in foal.) Container must be returned clean and complete with ballast bags, x-ray protective cap, coolant cans, insulation cup (Isothermalizer,) semen cup, cap, and locking clips or owner will be charged for replacement. After receipt and use of semen, container must be shipped back to Equivale within 2 days by 2nd day UPS. There will be a late container fee of \$20.00 per day.
 - a. Hamilton-Thorn Equitainers are preferred for shipping, but subject to availability.
 - b. If one of the Hamilton-Thorn Equitainers is not available, then Hamilton Clipper boxes or similar disposable shipping boxes will be used in which case a charge of \$30 will be deducted from container deposit.
 - 2. Shipping Fees: approximately \$85 for Fed Ex to be determined exactly after shipping. Delta Dash can be used for same day delivery to your nearest airport for the cost of the flight plus \$100 courier service to the airport.
 - 3. Customs & Duty fees: For out of country shipments only, to be determined if applicable.

ALL FEES ARE DUE TWO WEEKS PRIOR TO WHEN MARE IS TO BE BRED OR SEMEN IS TO BE SHIPPED.

IV. Reservations for Semen on the Farm or Shipped: Equivale's receipt of the above Booking Fee confirms the Mare's reservation to be bred to the Stallion for the Present Breeding Season which shall be guaranteed to extend from February 1st until September 1st. Collections outside those dates are possible but not guaranteed. The Purchaser requests the following months for breeding: _____.

A. Semen will be collected seven days per week upon demand, however shipping is limited by Fed-Ex to Monday through Friday for pick-up, and Tuesday through Saturday for delivery. Semen can be flown the same day as collection to Purchaser's nearest airport by Delta Dash for the cost of the airfare plus an additional delivery fee of \$80.00.

- 1. To order fresh cooled semen: Please call Equivale Inc. by 5:00 pm EST the afternoon before the desired date of collection.
- 2. **It is advisable to contact Equivale on the first day of your mare's heat cycle to verify stallion availability. Purchaser agrees stallion semen may not always be available.**
- 3. Collection on day of request is not guaranteed.

B. All orders for semen shipments shall be filled as received, subject to availability of the Stallion's semen and Equivale's veterinarian's approval. If there is insufficient semen to fill all orders on a given day, Equivale's veterinarian will determine which orders will be honored. For Farm-bred mares, this decision will be based on palpation results; for mares bred off the Farm, this decision will be based on the information provided by the

Purchaser's veterinarian. All things being equal, orders will be filled in the order of receipt of the booking fees from the Mare owners.

C. The Purchaser understands that the Stallion will be competing away from the Farm during the breeding season. Equivale shall give notice by posting the Event schedule on line at <http://www.palominowarmbloods.com/events.htm> at least 30 days prior to the competition.

V. Conditions: Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to Equivale

VI. Return of Service: Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth in VII below. However, if the Mare does not settle during the Present Breeding Season, 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 Equivale is provided a veterinary certificate that the Mare is barren, Equivale requires the submission of a recent negative intrauterine culture certificate (within 60 days.) In some cases Equivale may also require a uterine biopsy and/or Progesterone assay and Purchaser shall pay the expense of such tests.
- B. If the mare is examined in foal but becomes barren during gestation, she is eligible for return if Equivale receives a veterinary certificate of barrenness within five (5) days from the date of examination;
- C. If the Mare produces a live foal that is unable to stand alone and nurse, and subsequently dies, she is eligible for return of service to the Stallion if the Purchaser submits a veterinarian certificate within five (5) days from the date of death;
- D. 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. Equivale's timely receipt of the required veterinary certificates is a condition precedent to any right of return;
- E. All rights of return to the Stallion are subject to prepayment of current costs set forth in III. C. & D. above.

VII. 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. Refund is also available if the Stallion is sold.

VIII. 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.

IX. Warranty: Equivale 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. ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE ARE SPECIFICALLY EXCLUDED. IN NO EVENT SHALL EQUIVALE BE LIABLE FOR ANY LOSS, INCONVENIENCE OR DAMAGE WHETHER DIRECT, ACCIDENTAL, CONSEQUENTIAL OR OTHERWISE RESULTING FROM BREACH OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

X. For On Site Insemination Only:

- A. Purchaser agrees that all veterinary and farrier costs in addition to mare care costs of \$20 per day for a mare without a foal, and \$30 per day with a mare with foal, are in addition to the Stallion Service fee, and that all such fees will be paid promptly upon invoicing. No mare may be removed from Equivale unless all fees are paid in full.
- B. The Purchaser hereby gives the Farm permission to act as agent in an emergency situation.
- C. The Purchaser hereby releases Equivale Inc., its owners, officers, and employees from any responsibility or liability for death, injury, disease, or accident to the mare or accompanying foal resulting from any negligence.

XI. Governing Law: This contract shall be governed by the laws of Florida and shall be binding upon the parties hereto and their personal representatives, heirs, successors and permitted assigns.

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

EQUIVALE INC. _____ President _____ date

Purchaser: _____ date

Street Address for shipping semen _____

Phone Number to put on Fed.-Ex. Airbill _____

Fed.-Ex. Account Number: _____ (alternate way to pay for shipping.)

