

STALLION SERVICE AGREEMENT

This contract for the breeding season of 2011 is made between:

STALLION OWNER: Bette Butson, dba Gypsy Horses at Thistledown Cottage, LLC
PO Box 1009, 9 Gove Road
Acworth, NH 03601

and:

MARE OWNER: _____

(If you are leasing the mare, this is your name, not the owner)

Address: _____

Phone #: _____ E-Mail: _____

Both parties mutually agree to breed:

Mare: _____ Mare's birth date: _____

Breed: _____ Registration #: _____

Color: _____

To the Gypsy Cob Stallion: *Shantaigh*

Under the following conditions:

- Breeding Fees:** The stud fee shall be \$1500.00 (US) for all mares, which includes a \$300.00 non refundable booking fee. The booking fee is due upon acceptance of this contract. The balance is due prior to any semen being shipped. A 10% discount will be given on bookings of multiple mares by the same owner. This contract contains a Live Foal Guarantee.
- Mare's Pre-Breeding Examination:** The mare owner will provide Gypsy Horses at Thistledown Cottage, LLC (hereafter written as GHTDC) a current negative uterine culture certificate before any semen shipments are made. Should a mare fail to conceive on 2 cycles, GHTDC may require additional tests to be done on the mare before more shipments are made.
- Shipping:** GHTDC will normally ship the semen by overnight express (FedEx, UPS or USPS). A courier fee of \$60.00 will be charged for other shipping methods (ie, bus, etc.). GHTDC reserves the right to modify the fee as deemed necessary. Shipping costs shall be paid by the mare owner. A fee of \$350.00 per collection/shipping shall apply. If the mare owner wishes the semen to be shipped in an Equitainer, the mare owner must provide the container otherwise semen will be shipped in an Equine Express container.
- Breeding Dates:** The mare owner will have the sole responsibility of determining the optimal breeding dates for the mare. GHTDC will arrange to collect, analyze, package and ship sufficient chilled semen for one breeding cycle to meet mare owner's breeding schedule provided at least 24 hours notice is given before collection. If 24 hours notice is not given, GHTDC will try to meet the needs of the mare owner, but will not be held responsible for failure to do so. GHTDC reserves the right to charge an additional collection fee if proper notice is not given. GHTDC is in the Eastern Time Zone so please take this into account when calling.

Mare owner realizes and accepts that the stallion may be shown during the course of the breeding season, and might on occasion be unavailable for collection. It is the mare owner's responsibility to check on the availability of the stallion.

5. **Semen Delivery:** GHTDC, their veterinarian, employees or agents are not responsible for any delays or failures in semen delivery outside of their immediate control. The mare owner accepts and assumes the risks of delayed or lost shipments, although GHTDC will do everything in their power to assist the mare owner in completing the shipment.

6. **Insemination:** The mare owner will ensure that insemination is performed by a veterinarian or technician that is familiar with the procedure. The mare owner also guarantees that semen will be used only on the mare named in the contract.

7. **Return of the Shipping Container:** The mare owner will return the empty shipping container to GHTDC or their designated breeding center within 5 days of receipt of the semen. If the container is not received by GHTDC within 5 days, an additional fee of \$10.00 per day may be charged. If the container is damaged or lost, the mare owner will be responsible for full replacement cost.

8. **Mare's Post-Breeding Examination:** The mare owner will ensure that the mare is examined by a veterinarian for pregnancy at or around 18 days after insemination. The mare owner is responsible for informing GHTDC of the pregnancy status of the mare at this time. A 45 day pregnancy check is recommended, but not required.

9. **Care of Mare:** Mare owner will ensure that the mare is properly cared for and will receive all necessary deworming, vaccinations (including Pneumobort K vaccination at 5, 7 and 9 months of gestation) and veterinary care during pregnancy. Failure to comply will void the Live Foal Guarantee.

10. **Payments and Billing:** Full payment of the stud fee shall be made prior to the shipment of any semen. Mare owner will be billed by GHTDC for all collection fees and shipping charges when the mare is confirmed in foal. Payment is to be received by GHTDC within 30 days of receipt of the bill.

11. **Foal Guarantee:** Should the mare fail to conceive, die or not produce a live foal* within the breeding season and collections have been made, the mare owner shall have the option of:

- a. Having the stud fee reimbursed less the \$300.00 booking fee and any outstanding shipping/handling fees.
- b. Re-breeding the mare or a substitute mare (upon approval of GHTDC) during the next breeding season for an additional booking fee of \$300.00 and all expenses.

*A live foal is defined as a foal which stands and nurses without assistance for 48 hours after birth. A veterinarian certificate confirming loss of the foal is required.

12. **Change in Fitness to Breed:** In the event the above-named stallion dies or becomes unfit for service before a collection is made, this contract shall become null and void and the booking fee and stud fee will be returned. In the event the above-named stallion dies or becomes unfit

for service after collection(s) has/have been made and the mare is confirmed not in foal, this contract shall become null and void and the stud fee and container/shipping deposit (less any shipping and expenses) will be returned. If the mare should die before any collections are made, GHTDC will refund all fees. Veterinary certificate confirming loss of mare is required.

13. **Right of Refusal:** GHTDC reserves the right to refuse service to any mare or cancel this agreement with no notice, and without recourse to mare owner if said mare is a habitual aborter, has been bred any two consecutive years without producing a live foal, becomes ill, injured or is improperly cared for or the mare owner violates the contents of this contract. In such case, the stud fee (less booking fee and expenses) shall be refunded to mare owner.

14. **Non-Assigns:** This contract is non-assignable and non-transferable.

15. **Agreement of Parties:** This agreement represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated. This contract is made and entered into in the State of New Hampshire and will be interpreted under the laws of this State.

16. **Signatures:** This contract has been executed in duplicate and when signed by both parties will be a binding contract on both parties, subject to the above terms and conditions.

Mare Owner: _____
Date: _____

Stallion Owner: _____
Date: _____

DISCOUNTS: 10% discount for bookings of multiple mares by the same owner.
(Only 1 discount shall apply)

Remittance of Fees: Due with signed contract - \$300.00 (non-refundable) booking fee.
Due prior to first shipment - \$1200.00 (remainder of the stud fee)
Amount Enclosed (less any discounts or payments): _____
(Please make checks payable to Gypsy Horses at Thistledown Cottage, LLC)