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Stallion Service Contract

This contract made by Oakwood farms ("Farm") and _____
("Purchaser")

for breeding of the mare _____ ("Mare") to the Stallion **Widmark** ("Stallion")
for the 2021 Breeding Season. This contract is subject to the following terms and conditions:

1. The Mare _____ Age _____ Color _____

Breed Registration # _____

Sire _____ Dam _____ -

The Purchaser may not substitute another mare for breeding without prior consent of the Farm.

2. Mare owner agrees to pay Oakwood Farms the following fees:

- a) Non-refundable booking fee \$200.00 payable with contract.
- b) A non-refundable Stallion Service Fee \$1,000.00 payable prior to shipment of semen or arrival of Mare to the Farm.
- c) Semen Collection Fee \$250.00 for each collection. The first collection is NOT included in the Stallion Service Fee. This fee does not include shipping, which will be billed to the mareowner.
- d) Board \$20.00 per day prior to Mare leaving the Farm.
- e) Deposit of \$300.00 on container before shipment (refundable at end of breeding season).
- f) Returning Container: after use of semen, container must be returned to Farm within 3 days. There will be a late fee of \$15.00 per day.

ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE SHIPPED OR MARE IS BRED.

3. Semen Reservations:

- a) The Mare owner(s) must notify Oakwood Farms of the approximate time shipment will be needed at least 72 hours in advance. The Mare owner(s) must notify Farm of the exact time, destination and method of shipment at least 36 hours in advance.
- b) All orders for semen shall be filled as received, subject to availability of the Stallion's semen and the Farm veterinarian's approval. If there is not enough semen to fill

- orders, the Farm veterinarian will determine which orders will be filled. For Farm Mares the decision will be based on palpation results; for transported semen, it will be based on information from Purchaser's veterinarian.
- c) Purchaser understands that the Stallion will be away competing during the breeding season. It is the responsibility of the Purchaser to contact the Farm for dates and availability of collection.
 - d) The breeding season starts on April 15, 2021 and concludes on July 15, 2021.
 - e) There will be no collections on Sundays.
4. The Stallion will only cover healthy mares in sound breeding condition, as determined by a veterinarian. If the Mare is barren, the Farm requires the submission of a recent negative intrauterine culture certificate (within 60 days). In some cases the form may also require a uterine biopsy and/or Progesterone assay. In all cases, the veterinarian must certify that the Mare's immunization for equine rhinopneumonitis have been kept current.
5. Return of Service: The Mare has 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 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.
 - b) If the Mare is examined in foal but becomes barren during the gestation, she is eligible for return if the Farm receives a veterinary certificate of barrenness within 5 days.
 - c) If the Mare subsequently produces a live foal that is unable to stand and nurse, and subsequently dies, a veterinary certificate must be provided within five days from the date of death.
 - d) A required veterinary certificate shall affirm the Mare has been immunized for equine rhinopneumonitis during pregnancy and the date of such vaccination. The certificates also confirm that the Mare was properly cared for during gestation and was attended at foaling. The Farm's timely receipt of the required veterinary certificates is a condition precedent to any right of return.
6. Refund: This contract shall be null and void and the Purchaser shall be entitled to a refund if the Stallion should die or become unfit for service prior to servicing 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 in any subsequent breeding season. No refund is available if Stallion is sold.
7. This contract cannot be assigned or transferred by the Purchaser. If the Mare is sold, there is no right of return to the stallion.
8. Oakwood Farm assumes responsibility only to deliver live semen in viable condition at the time of delivery to Mare owner, who is responsible for picking up container. The Farm is not responsible for lost, delayed or damaged semen. All warranties on merchantability and fitness for purpose are hereby excluded. The semen must be administered by a licensed

veterinarian on the day of delivery or by Oakwood Farms shall be considered to have fulfilled its obligations.

9. The Mare must be examined by a veterinarian between 40 and 45 days and notice of her pregnancy status returned to Farm within five days of examination or all guarantees are null and void.
10. Farm Boarders must sign the Boarding Contract.
11. Governing Law: This agreement shall be interpreted and construed under the laws of the State of Indiana and shall be binding upon the parties hereto and their personal representatives.

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

STALLION OWNER

By: _____ Date: _____

MARE OWNER

Purchaser: _____ Date: _____

Address: _____

Phone (Home, work, cell): _____

MARE OWNER'S VETERINARIAN

Name: _____

Address: _____

Phone: _____