



Hidden Spring Farm
2426 Pageland Hwy
Monroe, NC 28112

2007 Stallion Service Contract - Live Foal Guarantee [2 yrs]

This contract is made and entered into this the ____ day of _____, 2007, by and between HIDDEN SPRING FARM, hereinafter called "HSF", having the mailing address herein above, and _____ hereinafter called "purchaser", for the 2007 breeding season, subject to the following terms and conditions:

- 1. Present breeding season: April until August, 2007.
- 2. Stallion to provide service: _____.
- 3. Purchaser's Mare: Name: _____

Color and description: _____

Registry: _____ # _____ Age _____

Sire: _____ Dam _____

4. Fees:

- a. Non refundable booking fee: \$ _____

Booking fee is due upon execution of this contract. If the contract is extended, the purchaser agrees to pay a booking fee each year the contract is extended.

- b. Stallion Service Fee: The purchaser shall pay HSF the sum of _____ [\$ _____] for the services of the stallion. This fee must be received prior to the collection or shipping of any semen. If the contract is paid in full on or before February 1st of the year of the contract, then the total fee shall be only \$ _____ for the services of the stallion.

- c. Shipped semen: The following fees are in addition to the fees listed herein above:

In the year 2007, costs for collection are estimated to be \$ _____ and shipping will be at cost as determined by FedEx. Purchaser shall make a deposit with HSF of \$ _____ at the same time the stallion service fee is paid, for all shipped semen. This deposit is applied to the following costs, which shall be the obligation of the purchaser, and shall be deducted from said deposit until fully spent. Any amount remaining shall be refunded to the purchaser and the purchaser shall be responsible for any excess:

* Collection costs of \$ _____ plus shipping costs. Shipping should be arranged in advance.

Hidden Spring Farm

* Late fee of \$10.00 for failure to return small containers within five days [5days]

* Container deposit for the Equitainer, \$250.00. If shipping containers or contents are lost or damaged, the purchaser shall be responsible for repair or replacement costs thereof.

d. Refunds: The balance of any refundable deposits will be mailed upon notification that the mare is in foal.

e. Semen orders must be received by noon on the day before semen is to be COLLECTED. Normally semen will be collected Monday, Wednesday and Friday. All orders for shipment of semen will be filled as received.

f. The purchaser understands that the stallion may be competing away from the farm during breeding season. HSF will give all purchasers as much advanced notice as possible regarding the non-availability of the stallion.

g. Mares must be healthy and in sound breeding condition as determined by the veterinarian. In the event that a mare does not settle, loses the foal, or the foal does not survive the birth, then HSF requires the submission of a recent uterine culture certificate and the attending veterinarian must certify that the mare's immunizations for equine rhino have been kept current in order to qualify for return service.

h. Purchaser may be required to provide HSF with a mare health form signed by a licensed veterinarian, certifying that the mare is in good physical condition prior to the shipment of semen for any "return of service" bookings.

i. Purchaser shall keep mare in good physical condition throughout the pregnancy, vaccinated for Rhino [Herpes type 1] at 5, 7, and 9 months, and shall be de-wormed regularly.

5. **Return of service:** Should the mare fail to conceive, abort, or the foal fails to stand and nurse, it is the responsibility of the Purchaser to inform HSF, in writing, attested to by a veterinarian, within ten [10] days of the event. In any case the purchaser agrees to re-breed the mare as soon as she is fit. The required booking fee, all deposits, shipping and collection fees must be paid as herein set forth for each subsequent year. The re-breeding privilege will only be granted for two subsequent years for the same mare. Should the mare die, or become unfit for breeding due to conditions other than neglect, then HSF may, but is not required to, allow another mare as substitute. It is understood and agreed that this stallion service contract must be used within this year or the next two subsequent years or it will be **null and void**, ab initio, **and all fees paid shall be forfeited**. If the stallion is unavailable in a subsequent year, then one half of the stallion fee shall be returned, in the third year no part of the fee will be returned.

6. Other terms:

a. This contract shall be binding on the parties, their heirs and assigns

b. This contract may not be assigned or transferred without the written consent of Hidden Spring Farm.

Hidden Spring Farm

c. If the stallion should die, be sold, or become unfit for breeding, then this contract shall be NULL AND VOID, ab initio, and only the stallion service fee shall be returned and that only in the original year.

d. HSF is not responsible for any damages which the Purchaser may sustain for lost, damaged, or delayed semen, and makes no representations or warranties with respect to any semen furnished hereunder except that it is the semen of the stallion stated herein and that at the time of the shipment the semen was suitable for artificial insemination.

e. All mares must receive an ultrasound scan between 17 and 20 days of the last insemination or breeding: palpation test or ultrasound between 30 and 35 days of the last insemination, and palpation or ultrasound between 50 and 75 days of the last insemination.

In Witness Whereof the parties have hereunto set their hands and seals:

OFFER BY PURCHASER;

_____ DATE _____
signature

ACCEPTED:

_____ DATE _____
for Hidden Spring Farm