



Westwood Farms

2033 Meander Run Road
Locust Dale, VA 22948
www.westwoodfarms.net



Stallion Service Contract

This contract is made by and between Mare Owner (see Parties to the Contract: Mare Owner) and Stallion Owner (see Parties to the Contract: Stallion Owner) for breeding of the mare listed below to the stallion selected below subject to the terms listed in the Conditions of the Contract:

- Golden Gambler**, 2001 buckskin stallion (TWHBEA #20112890/BU, KMSHA #200607069, RHBA #1012983, IPWHR #1454, PSHR#06-240)
- Gambler's Midas Touch WF**, 2007 perlino stallion (TWHBEA # 20700235, KMSHA #200710050)

Parties to the Contract

Mare Owner			
Name:		Phone (H):	
Address:		Phone (W):	
City:		Fax:	
State, Zip:		E-mail:	
Mare Information			
Name:		Registries:	
Breed:		Registration #	
Date of Birth:		Color:	
Status:	<input type="checkbox"/> Maiden <input type="checkbox"/> Not Bred Last Year <input type="checkbox"/> Barren <input type="checkbox"/> Live Foal Last Year		

Stallion Owner			
Name:	Stephanie Langston	Phone (H):	
Address:	2033 Meander Run Road	Phone (C):	540-825-1300
City:	Locust Dale	Website:	www.westwoodfarms.net
State, Zip:	VA, 22948	E-mail	stephanie@westwoodfarms.net

Conditions of the Contract

- ✓ **Fees.** The Mare Owner agrees to pay the following fees:
 - Nonrefundable booking fee: \$200.00
 - Stud fee: \$375.00 (including the booking fee)
 - Mare Care (if applicable): \$15.00/day
 - Mare Field Board (if applicable): \$275.00/month
 - Cooled Semen Collection Fees (Gambler's Midas Touch WF only): See Equine Reproduction Fees at <http://www.equinereproduction.com/fees/>
Payment to Equine Reproduction Concepts, LLC shall be arranged by Mare Owner with ERC prior to collection and shipment of semen.
 - Hauling fee (if applicable): \$150/haul (round trip to the ERC facility)
- ✓ **Payment.** All fees due, including but not limited to stud fee and veterinary fees, must be paid in full before the mare leaves the farm when bred live cover, or upon receipt of an invoice when bred with shipped semen. Stallion Owner shall have Possessory Lien on mare for all unpaid bills. Mare Owner shall be responsible for reasonable

attorney's fees and court costs if necessary to collect fees due hereunder.

- ✓ **Responsibilities of Stallion Owner.** Stallion Owner will exercise judgment consistent with recognized standards in care and supervision of mare and/or accompanying foal. Stallion owner assumes responsibility for arranging veterinarian and farrier services as necessary. Stallion Owner's veterinarian will examine mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the mare and/or foal. All veterinarian and farrier expenses will be paid by Mare Owner.
- ✓ **Rights of the Stallion Owner.** Stallion Owner reserves the right to refuse to permit the breeding of any mare that is deemed unacceptable for breeding and in the event of such refusal the Mare Owner agrees that the Stallion Owner shall not be responsible in any manner for the failure of the Mare to be bred to the Stallion. The Mare Owner has the privilege to nominate another mare subject to the terms and conditions as if it were the original mare. Stallion owner reserves the right to refuse any mare deemed dangerous to either the stallion or persons handling stallion or mare.
- ✓ **Responsibilities of Mare Owner.** Mare Owner is responsible for obtaining and maintaining any insurance on the aforesated mare if desired. All veterinarian expenses incurred in connection with the conception and foaling shall be paid by Mare owner. The Mare Owner agrees that the Mare shall be healthy, free from disease or infection that could be transmitted to the Stallion, and in acceptable breeding condition and the Mare Owner shall furnish a satisfactory veterinary certificate to that effect. Mare Owner also agrees to furnish the mare's worming, vaccination, and health records and a copy of the mare's registration papers, and a current (1 year) negative coggins to Stallion Owner at the time of the service.
- ✓ **Liability.** Both parties agree that Stallion Owner and/or her agents or employees are not liable for death, sickness, and/or accident including consequential damages caused to the mare and/or accompanying foal unless such death, sickness and/or accident was by the willful and wanton gross negligence of the Stallion Owner. Mare Owner is not liable for death, sickness and/or accident including consequential damages caused to the stallion. Any damages to the property of Stallion Owner or the premises caused by the mare shall be the responsibility of the Mare Owner. Charges for the repair of damages caused by the mare is set at ten dollars (\$15) per hour for labor plus the cost of materials. Stallion Owner reserves the right to waive or charge for damages, as she deems necessary.
- ✓ **Requirements of the Mare.** Mares that are not halter broke will NOT be accepted.
- ✓ **Settling the Mare.** Stallion Owner agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, Mare Owner will hold Stallion Owner blameless. Mare Owner agrees to give Stallion Owner ample opportunity to settle mare.
- ✓ **Confirmation of Pregnancy.** If Mare is bred by live cover on Stallion Owner's premises, Mare Owner agrees to allow Stallion Owner's veterinarian to determine pregnancy by rectal palpation or ultrasound (*check which method is desired) within eighteen (18) days of the last breeding. If mare is inseminated using shipped semen, Mare Owner agrees to have a licensed veterinarian palpate or ultrasound the mare to confirm pregnancy within thirty (30) days of the last insemination.
- ✓ **Shipped Semen.** The following terms are applicable only if the method of breeding is through shipped semen:
 - After receipt and use of semen, container must be shipped back to Stallion Owner within 3 days by Federal Express or UPS next day delivery. There will be a late container fee of \$20.00 per day for every day late.
 - Container must be returned clean. If ballast bags and coolant can are damaged or missing, Mare Owner agrees to reimburse Stallion Owner for any repair or replacement costs.
 - After Stallion Owner receives the container, the deposit check will be returned to Mare Owner provided that no damage has occurred to the container. If damages occur, Stallion Owner agrees to notify Mare Owner and the deposit check may be cashed, damages paid for, and any remaining funds will be returned to Mare Owner.
- ✓ **Live Foal Guarantee.** A live foal is described as a newborn foal, which stands and nurses without assistance and survives for at least 1 month. Return privileges entitle the mare owner to return the mare without payment of an additional stud or booking fee. Return privileges do not include mare care, collection, shipping, or veterinary fees.
 - In the event the Mare is barren, Mare Owner agrees to submit a recent negative intrauterine culture

certificate (within 60 days). In some cases Stallion Owner may also require a uterine biopsy and/or Progesterone assay. In all cases, the veterinarian must certify that the Mare's immunizations for equine rhinopneumonitis (equine herpes type 1) have been kept current.

- If foal is born dead, there are return privileges with no time limit until the mare produces a live foal, only if Stallion Owner is notified within 30 days and receives a veterinarian's statement confirming death.
 - In the event that the mare delivers twins and both die within 1 month, there are return privileges with no time limit, if the Stallion Owner is notified within 30 days and receives a veterinarian's statement confirming death of both twins.
 - If after being pronounced "safe in foal" the mare should miscarry or abort or after leaving the Stallion owner's premises, Mare owner has the privilege to return her for breeding until a live foal is produced or mare is deemed barren.
 - If the mare is checked in foal but dies after leaving Stallion Owner's premises and before foaling, the live foal guarantee will be void unless the Mare Owner notifies Stallion Owner by telephone or e-mail within 30 days after the mare's death. Once these actions have been taken, Mare Owner may substitute a mare for the breeding with Stallion Owner's approval.
 - Should the stallion die or become incapacitated before servicing the mare, this agreement is terminated and Stallion Owner will return to Mare Owner the portion of the breeding fee paid by Mare Owner less any boarding or miscellaneous fees incurred OR Mare Owner may choose a substitute stallion owned by Stallion Owner.
- ✓ **Colored Foal Guarantee.** All foals by Gambler's Midas Touch WF are *guaranteed* to carry the cream and agouti genes. All bay, black and chestnut mares are guaranteed to produce only palomino or buckskin foals. Mares carrying the cream gene add the possibility of perlino and cremello.
 - ✓ **Registration of the Foal.** After all fees are paid in full, Stallion Owner agrees to furnish signed copies of any applicable foal registration forms upon notice of the birth of the foal, to enable Mare Owner to register the resulting foal in the registry or registries of Mare Owner's choice.
 - ✓ **Photographs.** Mare Owner agrees to provide photos of the resulting foal within one month via e-mail or postal service. Additional photos are welcomed, but not required by contract. Mare Owner agrees to allow Stallion Owner unlimited use of the photos.
 - ✓ **On-line Studbook.** Mare Owner agrees to allow Stallion Owner to post a photograph of the mare along with registered name, breed, registration number, due date, color possibilities, owner's name and owner's city and state of residence in the on-line studbook for the appropriate year.
 - ✓ **Transfer of Contract.** This contract shall not be transferred to any other mare by Mare Owner without the express permission of Stallion Owner.
 - ✓ **Jurisdiction.** The parties agree that any litigation between them will be conducted in a court of competent jurisdiction in Madison County, Virginia or the U.S. District Court for the Western District of Virginia, Charlottesville Division.

I hereby agree to all terms and conditions as set forth in this contract.

Date: _____

Mare Owner Signature: _____

Mare Owner Print Name: _____

Date: _____

Stallion Owner Signature: _____

Stallion Owner Print Name: _____