Stallion Service Contract

Mare Owner:Address:City:			
Address:			
eny			Zip Code:
Telephone #:	Alternate #:		
Email Address:			
Mare Name:			
Stallion Name:			
Registration #:	Registry:	CAHR	Other:
Registration #:	Registry:	CAHR	Other:
Name and Address of any other person having of	ownership in the	e mare:	

1) This certifies that a breeding contract exists for the 20_____ season, between the above- mentioned Mare and the Stallion, LegacyArabians, for a fee of \$______, which will include a live foal guarantee. A "live foal" is one that is able to stand and nurse (or be hand fed), for a period of 72 hours, provided the death is not due to accident unrelated to the foaling. If the breeding is offered at no charge for the Stallion Fee, a Chute Fee of \$250 will be applied to guarantee the breeding. A Booking Fee (\$500 of the total Stud Fee) is due at the time the contract is returned. All fees, charges, and deposits due to the Stallion Owner and Legacy Arabians must be paid <u>BEFORE</u> the Mare is covered on the farm or the stallion is hauled for collection. This contract shall become void if not completed and returned within 30 days of date listed above.

Booking Fee \$_____ OR Auction Breeding: Year _____ Auction _____

Stallion Service Contract

- 2) Other fees payable to Legacy Arabians are as follows:
 - A. **\$300** Collection/Insemination Fee for On-Farm Mares (paid once per breeding season, other fees will apply including, but not limited to mare care, medications, etc.)
 - B. **\$300** per Cooled Semen Pick Up (mare owner or representative will travel to Legacy Arabians to pick up the collection for insemination elsewhere)
 - C. \$450 per Cooled Semen Shipment Priority Overnight (includes collection and FedEx fee)
 - D. \$500 per Cooled Semen Shipment for Saturday Delivery or First Overnight
 - E. **\$550** per Cooled Semen Shipment Counter to Counter (same day delivery, includes collection, courier, and airline fee)
 - F. Dr Kenton Arnold is Legacy Arabians Veterinary. His office fax is 972-563-7053
 - G. **\$300** per collection Legacy Arabian Stables requires a \$300 hauling fee <u>each time</u> the stallion is hauled to collection facility.

***It is the Mare Owner's responsibility to return the shipping container to Legacy Arabians within 5 days of receiving.

3) Legacy Arabians will make every attempt to satisfy all breeding commitments for each breeding session. Therefore, it is important that proper notice be given to the Stallion Manager when a shipment is required. <u>The Mare Owner or their veterinarian must give 24 hours'</u> notice when semen is needed. Priority is given to mares at Legacy Arabians and all other transported semen breedings with the most advanced notice. Collection days are Monday, Wednesday, and Friday and orders must <u>be placed by 10 am Central Time.</u>

4) Legacy Arabians will exercise judgment consistent with recognized standards in care and supervision of the Mare and/or foal. Farrier services, if necessary, will be performed by a Farrier of Legacy Arabians's choice, and billed to the Mare Owner. Legacy Arabians will examine the Mare for normal breeding conditions and administer medical care as deemed necessary to the health and safety of the Mare and/or foal and may administer drugs to regulate estrus or heat to induce ovulation, and do all the things reasonable to aid in the Mare being able to conceive

Stallion Service Contract

5) Said Mare shall be in sound breeding condition, free from infectious and/or contagious diseases, and current on all vaccinations and deworming, prior to breeding. A current negative Coggins test and Health and Immunization records shall accompany the mare if coming to the farm for breeding. Legacy Arabians reserves the right to refuse the Mare if she is not in satisfactory condition.

6) The Stallion Owner and Legacy Arabians assume all responsibility only to make available live semen in viable condition at the time of delivery to the Mare Owner's farm or the designated veterinarian. Legacy Arabians cannot control the shipping service once the package has left the farm. They assume no responsibility for what may occur when FedEx or an airline handles the package; delays, damage, etc. Neither the Stallion Owner nor Legacy Arabians assumes liability for injury or death to the Mare nor any person associated with Mare Owner.

7) The designated veterinarian must examine the Mare for pregnancy, via ultrasound, between 15 and 18 days post ovulation. If the Mare is not pregnant, the Stallion Manager must be notified immediately to arrange for additional shipments of semen and payment of an additional shipment fee. All ultrasound examinations confirming pregnancy status must be reported to the Stallion Manager (as stated in Section 11).

8) Should the Mare fail to conceive after 3 heat cycles via artificial insemination with shipped semen from this Stallion, no subsequent shipment shall be sent within the current breeding season for that Mare. The Mare Owner shall either haul the Mare to the Stallion site for evaluation and artificial insemination on-farm, or they shall substitute an **approved** mare during the current season or the following season. All charges from a season (as stated in Sections 1 and 2) shall be paid in full before the closing of this contract for that year - failure to do so will result in ineligibility of the Mare for rebreed services the following season. If the Mare Owner has paid all necessary fees, and chooses to use the breeding the following year, the collection/shipment fees, as well as any on-farm breeding charges, are still in effect. This contract shall be honored for 1 breeding season following the original purchase of the Stallion Service Fee, provided all specifications are met. Stallion Service Fees purchased through a(n) Futurity/Auction, as well as privately purchased fees, will be subject to a \$300 rebreed fee, payable to Legacy Arabians. If the original Mare has been evaluated and/or a substitution of an approved Mare has taken place, and shipped semen has been utilized for at least 2 heat cycles throughout 2 consecutive breeding seasons without resulting in pregnancy, this contract

Stallion Service Contract

9) If the Stallion is unable to service the Mare at any time, for any reason including death, illness, accident, or change of ownership, this contract will become void. No refunds of the stud fee will be made.

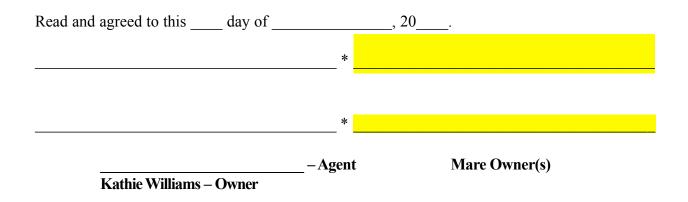
10) If the stallion is unavailable to be collected because he is at a horse show, the mare owner should cycle their mare again or use frozen semen as an option.

11) This contract is not transferable and the Mare Owner may not assign any rights or delegated any duties without the written consent of the Stallion Owner.

12) Pregnancy status must be reported to the Stallion Manager, at Legacy Arabians, by October 1 of the breeding year, or the Mare WILL NOT be listed on the Stallion Report. If a Stallion Report must be filed after the deadline for that breeding year, the Mare Owner is responsible for the late filing fee as well as an addition of the Mare to the report fee.

13) Any unpaid fees, including but not limited to – the stud fee, on-farm breeding charges, or shipping fees – will be charged interest at the rate of 1.5% per month, or the highest legal rate, on all balances unpaid for thirty (30) days. Breeder's certificates will not be released until all related payments have been received.

14) In the event a dispute between the parties hereto, arising out of this contract, is submitted to a court of competent jurisdiction, to arbitration, to mediation, or to any combination thereof for resolution, the prevailing party shall be entitled to all cost of such proceedings, including attorney fees. This contract shall be construed according to the laws of Kaufmann County, in the State of Texas, to the exclusion of the laws of any other jurisdiction.



Stallion Service Contract

All fees are payable to Legacy Arabians. <u>Please return the required</u> <u>payment along with your signed contract, copy of the Mares' registration</u> <u>papers, and Auction Purchase Agreement</u>, if applicable.

> All mailings should be addressed to: Legacy Arabians 9300 FM 1641 Terrell, Texas 75160 <u>kcwlegacy@gmail.com</u>

If your fee was purchased through a Stallion Service Auction, it is mandatory to include the contract/purchase agreement for that Auction

> Shipped Semen Orders should be directed to: Legacy Arabians Office (972) 679-5720

***<u>When faxing a semen order please also call to confirm</u> receipt of the order form

Please note, <u>the stallion WILL NOT be hauled for collection</u> until confirmation of all paper work and payments has been received. Please plan for your mare's breeding cycle accordingly! Thank You!

Stallion Service Contract

All fees, charges, and deposits due to th	men Request Form e Stallion Owner and Legacy Arabians ered on the farm or the stallion is hauled
Day and Date Requested:	,// Time:
Please Choose an Option; *Semen Shipped *Semen Picked Up at Equine Veterinary *Semen Picked Up at Legacy Arabians Method: FedEx Overnight UPS For Shipment on (Day and Date):	V Services Overnight Counter to Counter
	_Registry: Reg. No.:
Telephone #:	
Ship to Contact: (If different than owner) Ship to Address:	
Telephone #:	
Closest Airport: Contact to receive tracking information:	
	Email Address:
* Legacy Arabians * 9300 FN 972-67	1 1641 * Terrell, Texas, 75160 *

Stallion Service Contract

 All Fees may be paid by Cash, Check, MasterCard, Visa, Discover, or Wire Transfer All fees, charges, and deposits due to the Stallion Owner and Legacy Arabians must be paid <u>BEFORE</u> the Mare is covered on the farm or the stallion is hauled for collection. <u>Credit Card Authorization Section</u>:
MasterCard *Visa *Discover
Credit Card #:
Expiration Date: <u>*CVVCode:</u> *Billing Zip Code:
Name (as appears on card):
Amount(s) to be charged to above stated card:
\$Booking Fee
\$ Stud Fee (\$) <u>\$ Shipping Fee</u>
\$
\$Hauling Fee (\$300)
\$Rebreed Fee (\$300)
<u>\$ 3.5% Merchant Fee*</u>
\$Total to be run by LegacyArabians
When using a Credit Card or Wire Transfer Please Note: *The Credit Card will be run with a fee of 3.5% or current Merchant Fee. *A Wire Transfer Fee of \$10.00 or current Wire Transfer Fee is required, please include this fee with your payment, Thank You. I authorize Legacy Arabians to run the credit card number provided above for the amount(s) stated above.
Signature: Date: