

HOPEFUL FARM SPORT HORSES TM  
4595 Mahoney Road  
McFarland, WI 53558  
(608) 835-1820

STALLION SERVICE CONTRACT FOR SHIPPED SEMEN  
FOR THE STALLION "REMARKABLE"

Instructions:

1. PRINT TWO CONTRACTS PER MARE
2. Call Stephanie for assistance in filling out this form
3. READ CAREFULLY AND FILL OUT COMPLETELY
4. PRINT OUT MARE INFO SHEET, MARE IDENTIFICATION SHEET, & PREGNANCY REPORT
5. SIGN BOTH CONTRACTS, FILL OUT MARE INFO AND MARE ID SHEET, RETURN ALL WITH BOOKING FEE. ONE CONTRACT WILL BE SIGNED AND RETURNED TO YOU.

The mare \_\_\_\_\_, hereinafter referred to as "Mare," is booked to the Stallion REMARKABLE, registration number 33-94172-99, hereinafter referred to as "Stallion," for the 2003 breeding season. Remarkable's Stud Fee for the year 2003 is \$750.00. The non-refundable Booking Fee of \$250.00, is not included in the Stud Fee, and is due at the time of booking. This contract shall be null and void unless accompanied by the \$250.00 Booking Fee.

MARE OWNER:

Day Telephone: \_\_\_\_\_

Fax Telephone: \_\_\_\_\_

Night Telephone: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

Name of Mare as it appears on Registration Papers: \_\_\_\_\_

Sire of Mare: \_\_\_\_\_ Dam of Mare: \_\_\_\_\_

Breed: \_\_\_\_\_ Age: \_\_\_\_\_

Color: \_\_\_\_\_

Markings: \_\_\_\_\_

Registration #: \_\_\_\_\_

(Enclose a photocopy of registration papers)

Address for Semen Delivery: \_\_\_\_\_

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(Name of Inseminating Veterinarian)

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Address (NO PO Boxes!!)

-----  
City

State

Zip

-----  
Telephone number of Vet

Fax

PLEASE CHECK DISCOUNTS THAT APPLY (SUBJECT TO VERIFICATION and STALLION OWNER APPROVAL), limit of three discounts if they apply, except where noted:

-----	10% off Stud fee for Performance Mares (mares shown successfully at Preliminary Eventing or higher, Fourth Level Dressage or higher, Regular Working Hunter, A/O Hunter, or Low Preliminary Jumpers or higher) or Elite/Premium mares. "Successfully" being defined as the mare having won 3 or more Championships in that division in A-2 or higher competition.
-----	10% off Stud fee for Midwest Breeders Group Members
-----	10% off Stud fee for early booking, before January 31, 2003
-----	Multiple Mares—10% off Stud fee on second contract. First breeding fee is advertised breeding fee.
-----	Referral: Refer someone who signs a contract for this stallion and you will receive 10% off a Stud fee to Remarkable; Name of referral _____
-----	50% off Stud fee for Grand Prix/Advanced Mares (please inquire for more information--no other discounts may apply)
-----	Stallion Service Auction Winner _____

The Mare Owner agrees to pay to the Stallion Owner, Hopeful Farm Sport Horses, a Stud Fee of seven hundred fifty Dollars (\$750.00), less a discount of \_\_\_\_\_ for a total Stud Fee of \_\_\_\_\_. The non-refundable Booking Fee of Two Hundred Fifty Dollars (\$250.00) is due at the signing of this contract. This fee is wholly earned by Hopeful Farm Sport Horses and is not refundable. There is a separate Four Hundred Dollar (\$400.00) Collection Deposit due. There is a \$300 deposit for the Equitainer™. All Fees are due payable to Hopeful Farm Sport Horses (total of Booking Fee, Stud Fee, Container and Collection Deposit), before delivery of semen. The Mare is specifically booked by name and registration number. Booking is valid only to Mare and Mare Owner, and may only be transferred by written consent of Hopeful Farm Sport Horses.

The Stallion Owner agrees to provide Mare Owner will FRESH COOLED, viable semen from the Stallion Remarkable. The Stallion will be available for collection Monday through Friday, unless he is attending a horse show. Hopeful Farm Sport Horses agrees to notify Mare Owner by phone or mail of dates which the STALLION will be competing away from Hopeful Farm Sport Horses during the breeding season and therefore unavailable for collection. The Stallion Owner warrants that the Stallion is fit for breeding purposes, and is approved for breeding by the Rheinland Pfalz-Saar International, and the American Warmblood Registry. All mares must show proof of negative uterine culture, taken in the year of breeding, while the Mare is in heat, before semen will be shipped. The mare owner must notify Hopeful Farm Sport Horses no later than the night before the shipment needs to be made. If a request is made on the day of the shipment, the request will be accommodated if reasonably possible, but at the sole discretion of the stallion owner. Furthermore, all mares should receive regular vaccinations for Eastern and Western Equine Encephalitis, Rhinopneumonitis, Tetanus before the arrival of semen. The Mare must be vaccinated at the 5th, 7th,

and 9th month of pregnancy against Rhinopneumonitis. Failure to do so voids the Live Foal Guarantee. Hopeful Farm Sport Horses has the right to refuse any mare deemed as unfit for breeding. The Mare Owner agrees to return the completed Mare Information Sheet and Mare Identification Sheet before semen delivery.

Mare Owner shall inform Hopeful Farm Sport Horses at the beginning of the Mare's heat cycle. Mare Owner must notify Hopeful Farm Sport Horses no later than 4:00 pm Central Time the day before semen shall be collected. The Mare must be palpated or ultrasounded by a licensed veterinarian to determine the Mare's ovulation prior to delivery of semen. The Stallion Owner must be notified on the first day of the Mare's heat cycle, and one days notification of the expected necessity to collect semen. The Mare Owner agrees to return the Equitainer™ via UPS Second Day Air, within 48 hours after the mare has been inseminated to assure the availability of containers throughout the breeding season, or a late fee of \$50.00 per day will be assessed. Should the Equitainer™ be lost or damaged upon leaving the possession of the collection facility, and prior to its return to the collection facility, than the costs of repairs or replacement of the Equitainer™ will be charged to the Mare Owner and deducted from the Container Deposit (Mare Owner should insure the container with the shipper when returning it). Mare Owner agrees to pay all expenses related to the insemination and care of the Mare.

The Mare Owner agrees to use the FRESH SEMEN only on the Mare named in this contract and the Mare must be inseminated by a licensed veterinarian. Mare Owner shall have a licensed veterinarian verify in writing that the shipped semen has been used only to inseminate the mare above in the contract. The Mare shall be ultrasounded at no later than 17 days post-insemination to determine pregnancy, as well as at 55 days post-insemination, and the findings shall be reported to the Stallion Owner using the Pregnancy Report Form.

Semen remains the property of Hopeful Farm Sport Horses and must be accounted for. Use of semen on any other mare other than the mare specified in the contract constitutes theft and is strictly forbidden. A separate Stud Fee is immediately due if an additional embryo is conceived and successfully implanted in a host mare. Excess live semen must be disposed of. Hopeful Farm Sport Horses can only guarantee live semen to leave collection facility. Hopeful Farm Sport Horses is NOT responsible for delays, cancellations, loss or damage of Equitainer™, or other shipping container, from aircraft or any other means of transportation.

**LIVE FOAL GUARANTEE:** A live foal is defined as a foal that stands and nurses. It is agreed that a live foal should result in this mating. Should the mare not deliver a live, healthy foal in the year following breeding, the mare will be re-bred with only the collection and shipping charges due, provided the Stallion Owner is notified within seventy (72) hours from the foaling date, and receives a written statement from the attending veterinarian concerning the circumstances of death within ten (10) days. Notification should be sent via Certified Mail, Return Receipt. Should the mare die or become unfit for breeding, another mare may be substituted with the Stallion Owner's consent. If the mare is examined by a licensed veterinarian and found to be barren fifty-five (55) days from the date of last service, the Mare Owner may substitute another mare with the Stallion Owner's consent. After two full breeding seasons, if the mare does not conceive, the Mare Owner may substitute another mare with the Stallion Owner's consent. While no additional Stud Fee will be charged, an additional Booking Fee will be required for each additional breeding season. In any event, no more than three (3) breeding seasons will be honored and this contract will be considered fulfilled. It is further agreed that should the Stallion die, or be sold by the Stallion Owner, or become unfit for breeding in the first year of this contract, the Mare Owner shall receive a 100% refund of the paid Stud Fee. If the Stallion should die, be sold, or become unfit for breeding in the second year of the contract, Mare Owner shall be entitled to a refund of 50% of the paid Stud Fee. If the Stallion should die, be sold, or become unfit for breeding in the third and final year of the contract, Mare Owner shall be entitled to a refund of 25% of the paid Stud Fee.

All Collection and shipping charges for the semen will be charged to the Mare Owner. There is an Equitainer deposit that is due before shipment of semen. Should the Equitainer™ not be returned, be damaged, or missing parts thereof, a replacement or replacement parts will be charged to the Container Deposit. Unless specified otherwise, semen will be shipped via Federal Express (FedEx). Mare Owner will obtain a FedEx account number by calling (800) 463-3339, so that transportation charges can be billed by FedEx directly to Mare Owner. Mare Owner's FedEx account number is \_\_\_\_\_. If Mare Owner is unable to obtain a FedEx account number, Mare Owner will provide a credit card number for all shipping charges. If a credit card number cannot be supplied,

shipping charges will be deducted from the Collection Deposit. All fees, charges, and transportation costs due to Hopeful Farm Sport Horses will be deducted from the Collection Deposit. If the deposit is depleted, an additional Collection Deposit will be due before further shipment of semen. Stallion Owner does not guarantee the availability to airline semen shipments. Mare Owner agrees to pay any remaining balance for collection and transportation costs. When the mare is confirmed safely in foal at 50 - 60 days, and all required paperwork has been returned to the Stallion Owner, the remaining balance of the Collection Deposit will be returned to the Mare Owner.

All billing statements shall be paid to Hopeful Farm Sport Horses within ten (10) days of the billing date. Balances outstanding after the due date are subject to finance charges at the periodic rate of 1.5% per month (18% annual). In addition, if the Mare Owner fails to pay any amount due for more than 30 days after the billing date, Hopeful Farm Sport Horses is not obliged to perform further under the contract until all past due amounts have been paid current. Hopeful Farm Sport Horses has right of lien until all indebtedness is paid in full. A Breeder's Certificate for the Rheinland Pfalz-Saar International or the American Warmblood Registry will be issued only when all terms of this contract have been met.

Neither Hopeful Farm Sport Horses , their members, agents, or employees shall be liable for any injury or disability suffered by any horse, from any cause whatsoever, in the process of insemination. The obtaining of competent technical veterinarian support is the responsibility of the Mare Owner. The Mare Owner or agent shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whether by death, disease, injury, infection, or otherwise, and therefore agrees to hold Hopeful Farm Sport Horses or any person employed by, or associated with them, harmless from any and all damages associated therewith.

Any additions to or deviations from the above terms and conditions must be put in writing and signed by both Stallion Owner and Mare Owner and attached hereto. When Hopeful Farm Sport Horses signs and returns one copy of this contract to the Mare Owner, it will then be a binding contract on both parties, subject to the above terms and conditions. This contract shall not be assigned or transferred by Mare Owner without written consent of Stallion Owner.

This Agreement is executed in duplicate and shall be legally binding on the parties hereto, and their heirs, executors, administrators and assigns. This Agreement shall be construed and enforced under the laws of the State of Wisconsin, and its validity and administration shall be governed by said laws. Jurisdiction for any arbitration or court action shall be in the County of Dane, in the State of Wisconsin.

Mare Owner \_\_\_\_\_ Date \_\_\_\_\_  
(signature)

Print Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Stallion Owner \_\_\_\_\_ Date \_\_\_\_\_  
(signature)

23-3-03