



Discover Enduring Excellence

Lost World Farms, LLC

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STALLION SERVICE CONTRACT

This contract made by and between Lost World Farm, LLC ("Farm") and _____ ("Purchaser") for breeding of the Mare (registered name): _____ to the Dutch Warmblood Stallion, Patrick, registration no. 97.04025 for the 20 ____ Breeding Season ("Present Breeding Season"); subject to the following terms and conditions:

1. **PURCHASER WOULD LIKE TO USE:** Fresh Chilled Semen (if available) _____ Frozen Semen _____
2. **THE MARE:** The mare to be so bred is (breed): _____ Color _____, foaled _____; registration no.: _____; Sire: _____; Dam: _____; Dam's sire: _____.

The Purchaser may not substitute another mare for breeding without prior written consent of the Farm. Embryo Transplants are also prohibited without written permission of the Farm.

3. **FEES:** Purchaser agrees to pay the Farm the following fees:

a. A non-refundable Booking Fee of \$250.00 is due at the signing of this contract. This fee is deductible from the Stallion Service Fee.

b. A non-refundable Stallion Service Fee of \$1250.00 is payable before Mare is bred and semen is shipped.

Collection fees, shipping charges, and container deposit are outlined on the current "Additional Breeding Fees and Information" for fresh chilled semen and per "Instructions for ordering frozen semen from Select Breeders Service, Inc." ("SBS") for frozen semen.

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

4. **CONDITIONS:** Stallions service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to the Farm. In the event 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 immunizations for equine rhinopneumonitis (equine herpes type 1) have been kept current.

5. **RETURN OF SERVICE:** Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth in 6 below. However, the Mare shall have the right of return to the Stallion's service in the following 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. The Purchaser recognizes the Farm's right to require a negative intrauterine culture certificate prior to the Mare's return to service.

b. If the Mare is examined in foal but becomes barren during gestation, she is eligible for return if the Farm receives a veterinary certificate of barrenness within five (5) days of the examination.

c. If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, a veterinary certificate must be provided within five (5) days from the date of death.

d. In all cases, the required veterinary certificate shall affirm that the Mare had been immunized for equine rhinopneumonitis (equine herpes type 1) during pregnancy and the date of such vaccinations. Where appropriate, the certificate shall 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.

e. If the Purchaser's mare becomes unfit for breeding or otherwise unbreedable, purchaser may substitute another mare. Purchaser must request this change in writing.

f. All rights of return to the Stallion are subject to prepayment of collection, shipping, and container deposit costs to the Farm or SBS.

6. **REFUND OF FEES:** If the mare dies, or becomes unfit for service PRIOR to breeding the mare, by whatever means, the Stallion Service Fee will be refunded and this contract shall become null and void. The Purchaser shall not be entitled to any refund if the Stallion should die, or become unfit for service after semen has been shipped or in any subsequent breeding season.

7. **NON-ASSIGNMENT:** This contract cannot be assigned or transferred by Purchaser. There shall be no right of return to the Stallion if the Mare is sold or otherwise changes ownership after having been served by the Stallion.

8. **WARRANTY:** The Farm is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.

9. **GOVERNING LAW:** This contract shall be governed by the laws of the State of Michigan and shall be binding upon the parties hereto and their personal representatives.

EXECUTED this _____ day of _____ 20_____.

LOST WORLD FARM, LLC _____

Purchaser: _____

(Please print name)

Purchaser: _____

(Signature)

Address: _____

Phone #: _____