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### STALLION SERVICE AGREEMENT

THIS STALLION SERVICE AGREEMENT ("Agreement") is made and entered on this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, referred to hereafter as MARE OWNER, and **Kristi Hopp of Dellesta Park Arabians**, referred to hereafter as STALLION OWNER. MARE OWNER hereby contracts for stallion service for the Mare, referred to hereafter as THE MARE, named \_\_\_\_\_ **Reg. No.** \_\_\_\_\_, to **EF Kingston, AHA Reg. No. 569819**, for the 2009 breeding season. Mare Owner and Stallion Owner agree to the following, terms and conditions:

**Stallion Service Purchase Price.** The Mare Owner agrees to pay the Stallion Owner the total fee of **\$2,500.00** (US Funds). If using the **Shipped Frozen Semen Option**, this breeding fee ensures Mare Owner with up to four breeding doses of frozen semen. Additional doses may be purchased for a fee of **\$250.00 per breeding dose**. A frozen semen dose is defined as a single insemination dose containing a minimum of 600 million sperm cells and has a post-thaw motility of greater than 40%.

The Breeding Fee shall be payable as follows:

\_\_\_\_ **Option 1:** The total breeding fee of **\$2,500.00** is payable upon signing of this contract

\_\_\_\_ **Option 2:** The breeding deposit of **\$500.00** is payable upon signing of this contract. The remaining balance of **\$2,000.00** is payable before the first shipment or when Mare arrives on farm.

1. **Mare Breeding Option.** The above Mare shall be breed approximately on \_\_\_\_\_ via the following option: (please check)

- Shipped Cooled Semen**
- Shipped Frozen Semen.**

Please provide name and address where Cooled or Frozen semen will be shipped

\_\_\_\_\_

\_\_\_\_\_

- On Farm**

2. A copy of the mare's registration certificate shall be provided to Stallion Owner with this agreement.
3. All charges accrued due to the shipments of cooled semen or frozen semen (including rebreeds) are the responsibility of the Mare owner and shall be paid directly to Stallion Owner prior to the first shipment. Mare Owner is responsible for all shipping fees to return shipping container back to Stallion Owner.

4. If using shipped cooled semen or frozen semen, the Mare Owner agrees to comply with all AHA or other breed association requirements concerning the use of handling of transported cooled semen or frozen semen.
5. The mare shall be in healthy and sound breeding condition, free from transmittable illnesses or diseases. If the Mare is brought to the breeding farm, a Veterinarian Health Certificate, worming and immunization records and a current Coggins test shall accompany the Mare. If not presented upon Mare's arrival, the farm's veterinarian shall conduct the tests at Mare Owner's expense and the Mare will not be bred until these tests are in Stallion Owner's possession. If Mare is found to be infected or otherwise not in breedable condition, the Stallion Owner shall notify Mare Owner and agree upon a course of treatment. If, after diligent effort has been expended by Stallion Owner, the Mare does not settle, the Mare Owner shall hold the Stallion Owner and farm blameless.

Stallion Owner reserves the right to require a Mare that has not settled within three heat cycles to be cultured or biopsied to determine breeding soundness. Stallion Owner also reserves the right to refuse to discontinue service to any Mare upon detection of Mare carrying an infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the Mare Owner is obligated to substitute another Mare to fulfill the terms of this agreement.

6. If Mare and/or foal are serviced on the farm, Stallion Owner agrees to use judgment consistent with recognized standards in care, feed and supervision of the mare and/or foal. Stallion Owner agrees to assume responsibility for arranging veterinarian and farrier services as necessary. Stallion Owner's veterinarian will administer medical care as deemed necessary for the health and safety of the mare and/or foal. Mare Owner agrees to pay all such veterinarian and farrier expenses.
7. Mare owner agrees that the Stallion Owner and/or farm shall not be held responsible for any injuries, accidents, sickness, or death to either the mare and/or foal. Mare Owner shall be notified in case of accident, injury, sickness, or death.
8. Mare Owner shall not be held responsible for any accidents or injuries which might be inflicted upon the Stallion by the mare incident to teasing or breeding the mare.
9. **Live Foal Guarantee.** Should the mare fail to conceive, abort, die or not produce a "Live Foal" (Live Foal shall be defined as a foal that stands and nurses without assistance for a period of at least 24 hours from the of birth) then the Stallion Owner guarantees that the Mare Owner shall have the right to rebreed or substitute a mare (upon approval of the Stallion Owner) within the current or the following year only. Mare Owner shall notify Stallion Owner a satisfactory certificate issued by a licensed veterinarian attesting to either occurrence within (30) days of the date of occurrence. Mare Owner must contact Kristi Hopp/Dellesta Park Arabians when the mare has been checked in pregnancy and advise us of the mare's status. We require an ultrasound examination at 14-16 days post ovulation and again at 24-35 days to confirm pregnancy to insure your live foal guarantee.

**Rebreed.** In the event that Mare does not conceive during Breeding Season or for any other reason, if Mare Owner exercises the right to a return breeding pursuant to the LIVE FOAL GUARANTEE, the Mare Owner shall pay the Stallion Owner a rebreed fee for the following year as follows:

- **\$500.00 for On Farm or Shipped Cooled Semen per mare.** Does not include any collection, shipping or breeding cost.
- **\$1,000 for Frozen Semen per mare.** This rebreed fee ensures Mare Owner with up to four breeding doses of frozen semen. Additional doses may be purchased for a fee of \$250.00 per dose. In addition, the following fees shall apply and are payable prior to shipment(s):

1. A handling fee of **\$150.00 per breeding dose**. This fee covers Stallion Owner's processing/handling of frozen semen and office fees. This fee is payable to Stallion Owner.
  2. A refundable shipping deposit. This fee may vary depending on the semen storage/shipping facility.
  3. Shipping Fees: These fees may vary depending on the semen storage/shipping facility.
  4. International handling/management fees. This fee is also payable to Stallion Owner to cover any cost of the semen storage/shipping facility and may vary. This fee includes paperwork with USDA and other agencies and preparation of health certificates.
10. If for any reason, the Stallion covered by this agreement should die or become unfit for service the breeding fee will be refunded.
  11. Breeding season begins on February 1, unless prior agreements have been made with the Stallion Owner.
  12. This agreement may not be transferred or sold and shall be binding upon the parties thereto, their heirs, executors, administrators, or assigns.
  13. The Stallion Owner reserves the right to use the names and photographs of the stallion's foals for advertising purposes.
  14. Mare Owner will be solely responsible for seeking registration of the foal in the appropriate breed registry and will pay all associated fees or expenses. Breeder's certificate will be issued only when all monies have been paid in full.

**Mare Owner or Agent**

Owner/Agent \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Email \_\_\_\_\_

By \_\_\_\_\_

Print Name:

\_\_\_\_\_  
 Date of Signature:

**Stallion Owner, Kristi Hopp  
 Dellesta Park Arabians**

19132 Badke Rd  
 Snohomish, WA 98290  
 360-303-5166  
 dellestapark@hotmail.com

By: \_\_\_\_\_

Kristi Hopp, Owner

Date of Signature:  
 \_\_\_\_\_