

TANGLTREE FARM

608 Lebanon Road * Colchester, CT 06415 * Phone (860)537-5924 * Fax (860)537-0676

STALLION SERVICE CONTRACT FOR COOLED SEMEN DOES NOT GUARANTEE BREEDING UNTIL RETURNED WITH DEPOSIT

This agreement is made between Tangletree Farm, herein referred to as TTF, and _____, herein referred to as Mare Owner, for the breeding season of _____. TTF will begin shipping cooled semen February 1 through June 1. The mare to be bred named _____, Reg. # _____, Breed _____ Stallion name _____ ALL ZIP AND SPARKLE, Reg. # 584645, Breed APPALOOSA.

The following fees are applicable and must be paid at least 10 days prior to semen being shipped:

- A) Non-refundable booking fee of \$ 150.00 due at shipping and acceptance of this contract.
- B) A non-refundable balance of the breeding fee of \$ 500.00 is due before semen is shipped.
- C) An additional deposit of \$ 500.00 will be necessary for the following:
1. Semen collection and packaging fee of \$ 250.00. This includes shipping charges of the Equitainer to the mare owner, and or stallion station, and back to TTF.
 2. Deposit on container fee \$ 250.00. Deposit will be refunded after Equitainer is returned in good condition to TTF, and after mare is checked in foal, or after breeding is terminated for the year. A late arrive charge of \$25.00 per day will be charged for each day that the Equitainer is not returned after the due date.
 3. Courier fee (\$100.00 if airfare is used).
 4. If deposit is exhausted prior to conception, an additional deposit will be required and no shipments will be made until receipt of additional deposit.
- D) Reservations for transported semen: upon request receipt of the above mentioned stallion fee, and applicable deposits, this contract confirms the reservation to breed _____ for the present breeding season.
1. The purchaser request the following month for breeding _____.
 2. Semen is collected on a designated schedule. Normal collection days are Monday, Wednesday and Friday. Shipments on other days, or a times of day other than regular Federal express pickup service, will be subject to extra charges. **ALL SHIPMENTS WILL BE FEDERAL EXPRESS UNLESS OTHER ARRANGEMENTS ARE MADE IN ADVANCE. NOTE: FEDERAL EXPRESS WILL NOT SHIP TO A P.O. BOX NUMBER.**
 3. All requests for semen shipments shall be filled as received, subject to availability of _____ semen and the approval of TTF. If there is insufficient semen to fill all orders on a give day, TTF will determine which orders will be honored. This decision will be based on information provided by the purchaser's veterinarian.
 4. Mare Owner, and/or stallion station, or veterinarian must contact TTF by 6:00 pm EST the evening prior to collection day to order semen. You may cancel the shipment up until 9:00 am EST on the day of shipment at no penalty.
 5. Mare Owner must notify TTF when your mare has been checked for pregnancy. TTF requires an ultrasound examination at 14 - 16 days after insemination and again at 25 - 35 days to ensure your live foal guarantee.
- E) Conditions: Stallion Service will be provided only to healthy mares in sound breeding condition, determined by a veterinarian acceptable to TTF. There will be a maximum of four (4) shipments of semen under item C. In the event the mare does not conceive on fourth shipment, it will be at the discretion of TTF to decide to ship semen or service the mare at the breeding farm.
- F) Return of Service: Purchaser shall not be entitled to a refund of fees. There will be a \$250.00 handling charge for the following rebreed year on all mares that are given rebreed guarantee. Live Foal Guarantee: Live foal means that the foal shall stand and nurse. Mare Owner agrees that stallion owner and/or manager does not make any guarantee as to the quality or conformation of the foal, nor that the foal will be free of any conformation defect or disease, provided proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal. Mare Owner certifies that such abortion or death did not result from any act or omission of the Owner subsequent to the mare being checked in foal. All rights of return to the stallion are subject to prepayment of cost listed in item C.
- G) Non-Assignment: This agreement cannot be transferred or assigned by purchaser. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership after being serviced by the stallion (unless agreed upon by the owner and TTF).
- H) It is further agreed that should the above named stallion die or become unfit for service, or if the above named mare dies during the breeding season, then the Mare Owner may substitute another mare or breed the above named mare to another stallion on the farm that is agreed to by the Mare Owner and Breeder.
- I) A breeder's certificate will be issued to Mare Owner after all expenses have been paid in full and upon notification of the birth of the foal.
- J) Warranty: TTF 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. I understand that the stallion has been DNA tested. The semen has been analyzed and tested and is free from infectious or contagious disease. The sperm count, motility, collection and packaging process meets or exceeds the industry standards. TTF assumes responsibility only to ship enough extended semen (in viable condition at the time of collection) that the Mare Owner should receive at least 500 million progressively motile sperm with a 24 hour delivery time.
- K) Governing Law: This contract shall be governed by the laws of New London County, State of Connecticut, and shall be binding upon the parties herein and their personal representatives.

- L) When the Mare Owner signs and returns on copy of this contract to the Breeder, it will then become a binding contract on both parties subject to the above terms and conditions, except by written mutual consent of the parties thereto.
- M) A PHOTOSTATIC COPY OF THE REGISTRATION PAPERS (BOTH SIDES) ON THE ABOVE NAMED MARE **MUST** ACCOMPANY THE SIGNED CONTRACT. Owner recorded on the Registration Certificate will be recorded on the Stallion Breeding Report.

PROVIDE THE FOLLOWING INFORMATION:

Street Address to be shipped to:

Veterinarian:

Name: _____

Name: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

City, State: _____ Zip: _____

Phone #: _____

Phone #: _____

Closest Airport: _____

Date: _____

I Accept the Above Agreement:

Mare Owner of Authorized Agent

Please Print Above Signature

Street Address

City, State, Zip Code

Phone (Daytime)

Phone (Evening)

PLEASE KEEP ONE COPY • SEND ON COPY TO VETERINARIAN/RECEIVING AGENT • SEND ONE COPY TO TTF