

Arrian Associates
@ Woodridge Farm
17785 E. 480 Road
Claremore, Oklahoma, 74017
(918) 341-7262 ♦ Fax (918) 342-3043

Stallion Service Contract 2003

This contract made by and between Arrian Associates and

Owner(s)/Lessee(s) of Mare: _____

Address: _____
Street Address City State Zip Code

Telephone: (____) _____ Fax: (____) _____

hereinafter designated as "Purchaser" for breeding of the mare _____ to the stallion Arrian for the breeding season which is from March 1 to July 31, 2003 subject to the following terms and conditions:

1. **THIS AGREEMENT COVERS:**

Registered Name of Mare: _____ Breed: _____

Reg. No.: _____ Date of Birth: _____ Color: _____

Sire: _____ Dam: _____ Dam's Sire: _____

Registry in which foal will be presented: _____
(i.e.: AHS/VhW, ISR/Oldenburger, German Oldenburg Verband)

After completing this contract the Purchaser may not substitute another mare for breeding without prior written consent of Arrian Associates.

2. **FEES:** Purchaser agrees to pay Arrian Associates the following fees:

- a. A non-refundable Stallion Service fee of \$ 1,500.00 is payable before mare is bred or semen is shipped, out of which a non-refundable booking fee of \$ 500.00 is paid with the signing & acceptance of this contract and with each subsequent return of service.
- b. An **additional deposit** of \$450.00 will be applied toward the following costs:
 - \$250.00 Semen Shipping Container Deposit. All semen shipping costs will be deducted from this deposit and the balance will be refunded at the end of the breeding season upon return of semen containers in good condition within four days (by Federal Express) and upon return of the breeding passport duly signed by a licensed veterinarian. **ANY DELAY IN RETURN OF CONTAINERS WILL RESULT IN A FORFEIT OF CONTAINER DEPOSIT.**
 - \$200.00 Lab Fee. This lab fee is an initial charge and covers the first

two collections for one breeding season. Additional collections necessary for re-breeding will be billed at a cost of \$100.00 per collection. If initial lab fee is exhausted prior to conception additional fees of \$200.00 will be requested and no shipments will be made until receipt of the additional fee.

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

3. **RESERVATIONS FOR TRANSPORTED SEMEN:** Arrian Associates' receipt of the above Stallion Service Fees confirms the Mare's reservation to breed to _____ for the present breeding season.
 - a. The Purchaser requests the following month for breeding orders _____.
 - b. Purchaser must notify Woodridge Farm of the approximate time semen shipment will be needed in advance. Purchaser must notify Woodridge Farm of the exact time, exact destination and method of shipment by 6pm CST the day before the requested collection date.
 - c. All requests for semen shipments shall be filled as received, subject to availability of stallion's semen and farm veterinarian's approval. If there is insufficient semen to fill all orders of a given day, Woodridge Farm will determine which orders will be honored. This decision will be based on the information provided by the Purchaser's veterinarian.
 - d. The Purchaser understands that the stallion may be competing away from the farm during the breeding season. Arrian Associates shall give notice, by phone or mail to all Purchasers, who have paid in full, of any conflicts between stallion's competitions and the Purchaser's breeding dates.
 - e. Purchasers who have received two shipments of semen without pregnancy will be expected to involve their veterinarian and Arrian Associates in consultation to establish problems and their suggested solutions.

4. **CONDITIONS:**
 - a. Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to Arrian Associates. In the event the mare is barren Arrian Associates requires the submission of a recent negative intrauterine culture certificate (within 60 days). In some cases, a uterine biopsy and/or Progesterone assay may be requested by Arrian Associates. In all cases, the veterinarian must certify that the mare's immunizations for equine rhinopneumonitis (Equine Herpes Type 1) have been kept current.
 - b. The Mare must be examined by a licensed veterinarian between 45 and 55 days after the last day bred and Arrian Associates notified of her pregnancy status within 10 days after said examination or all guarantees are null and void.
 - c. The Mare's completed Breeding Passport must be signed by the attending licensed veterinarian and returned to Arrian Associates within 10 days after the last 55-day examination of the year or all guarantees are null and void.

5. **RETURN OF SERVICE:** Purchaser shall not be entitled to a refund of fees unless conditions in item 6 are present. However, the Mare shall have the right of return to stallion's service in the following breeding season and in the third 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 same stallion if the Purchaser submits a veterinarian's certificate to that effect. The Purchaser recognizes Arrian Associates' right to require a negative intrauterine culture certificate prior to the Mare's return to service.

- b. If the Mare is examined to be in foal but becomes barren during gestation, she is eligible for return if Arrian Associates receives a veterinarian certificate of barrenness within five days of examination.
 - c. If the Mare produces a live foal that is unable to stand alone and nurse and subsequently dies, a veterinarian certificate must be provided to Arrian Associates within five days from the date of death.
 - d. In each and all cases the required veterinarian certificates shall affirm that the mare had been immunized. Where appropriate, the certificate shall also confirm that the mare was properly cared for during gestation and was attended during foaling. Arrian Associates' timely receipt of required certificates is a condition precedent to any return.
 - e. All rights of return to the stallion are subject to prepayment costs in Item 2 Fees.
6. **REFUND OF FEES:** This agreement shall be null and void and the Purchaser shall be entitled to a refund of any amount paid if the stallion should die or become unfit for service prior to serving the mare in the present breeding season.
 7. **NON ASSIGNMENT:** This agreement cannot be transferred or assigned by the Purchaser. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership after being served by the stallion.
 8. **WARRANTY:** Arrian Associates and/or Stallion Agent are not responsible for lost, delayed or damaged semen and make no representation or warranties of any kind with respect to any semen furnished hereunder except that it is the appropriate 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 Oklahoma and shall be binding upon the parties hereto and their personal representatives.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals.

ARRIAN ASSOCIATES

By _____ Date _____

Purchaser _____ Date _____

Return all pages of this contract completed in its entirety, a copy of the mare's registration papers, a xeroxed copy of the Mare Identification/Breeding Fitness form, (you keep the original to be filled in by your veterinarian and returned after the 60-day pregnancy check), the semen delivery information sheet and any required deposits. A copy of the contract completed by Arrian Associates will be returned to mare owner.