

## 2003 Stallion Service Contract for Rienzi

This contract is made by and between North Star Farm and \_\_\_\_\_  
(Owner or lessee of mare)

\_\_\_\_\_  
Address City State Zipcode  
\_\_\_\_\_  
Area code Phone #

hereinafter designated as “mare owner” for breeding the Mare \_\_\_\_\_ to the stallion **Rienzi** for the 2003 breeding season, using **fresh transported semen** (\$1500.00), subject to the following Terms and Conditions:

1. This agreement covers: (must be filled out completely)

**The mare:** \_\_\_\_\_; Registration #: \_\_\_\_\_; Breed: \_\_\_\_\_;  
Sire: \_\_\_\_\_; Dam: \_\_\_\_\_; Dam's Sire: \_\_\_\_\_;  
Date of Birth: \_\_\_\_\_; Color/markings: \_\_\_\_\_.

The mare owner may not substitute another mare for breeding without prior written consent of the stallion agent or owner.

2. **Fees and breeding schedule:** Mare owner agrees to pay North Star Farm the following fees:

a. **Stallion Service:** A non-refundable **Stallion Service Fee of \$1,500.00** is payable before the mare is bred or semen is shipped, out of which a non-refundable booking fee of \$500.00 is paid with the signing and acceptance of this contract. Cash, check, & MC/VISA accepted.

b. **Breeding Fees: All fees and costs must be paid before semen will be shipped or mare is bred.**

Transported Semen: An additional deposit of \$ 300.00 will be required by North Star Farm or its Agent and applied to the container deposit and lab fees. Semen shipping costs will be deducted from this deposit and the balance(if any) will be refunded at the end of the breeding season and upon return of the Breeding Passport duly signed by a licensed veterinarian. Semen containers must be returned in good condition within three (3) days of receipt, by second day UPS. ANY DELAY IN RETURN OF THE CONTAINERS WILL RESULT IN FORFEIT OF CONTAINER DEPOSIT. Additional collections for breeding or re-breeding will be billed at a cost of \$ 150.00 per collection. Should additional collections be necessary, North Star Farm or its Agent may request an additional deposit of \$ 150.00 which must be paid prior to further semen shipment.

Mares to be bred at North Star Farm: the mare shall be in healthy and sound breeding condition, free from infectious disease; a worming and vaccination record must accompany mare. Mare owner agrees to advise North Star of any and all breeding history of mare, especially any history of abortions, infections or colic. Breeder reserves the right to refuse any mare not in satisfactory condition when she arrives at the farm. If mare is refused, the booking fee shall constitute liquidated damages. North Star Farm will exercise judgment consistent with recognized standards in care and supervision of mare and North Star's veterinarian will examine mare for normal breeding conditions. All veterinarian and farrier costs will be paid by mare owner. Mares must be halter broken. All breeding is by artificial insemination. If breeding is with fresh semen, collection and insemination fees will be paid for by mare owner. Collections are \$150 and inseminations are \$35. Two inseminations are usually obtainable per collection depending on how many mares are in season at the time. If more than one mare is being bred with said collection, the cost will be split. Use of frozen semen requires additional veterinary care, and mare owner is responsible for these fees. For more information, contact North Star Farm at 360-435-0235.

c. **Insemination:** The mare owner agrees that a licensed veterinarian shall inseminate the mare with the semen no more that 12 hours after its arrival at the destination, and in the event this is not done, both North Star Farm and its Agent shall be deemed to have fulfilled their contractual obligations under this contract and all guarantees shall be null and void.

- d. **Mare Pregnancy check:** The mare owner agrees to have the mare examined by a licensed veterinarian between 16 and 18 days post breeding, and again 55 and 60 days after the last day bred. The veterinarian will complete and sign the Breeding Passport attesting that the mare is or is not in foal. The signed Breeding Passport must be returned to North Star Farm or its Agent within 10 days of 55 – 60 day examination or all guarantees are null and void.
- e. **Viable semen:** North Star Farm or its Agent assumes responsibility only to deliver live semen in a viable condition to the destination designated below by the mare owner. The mare owner assumes responsibility for transport of the semen from said destination to the place of insemination.
3. **Competition:** The mare owner understands Rienzi may be away competing at times during the breeding season. North Star Farm or its Agent shall give notice, by phone or mail, to all mare owners, who have paid in full, of Rienzi's competition dates, so breeding can be scheduled accordingly.
  4. **Live foal guarantee:** A live foal is described as a newborn foal which stands and nurses unassisted. If a foal is born dead or aborted there are return privileges for the following season only, if a signed veterinarian statement is received by North Star Farm within 10 days and the mare owner or veterinarian call us within 5 days to let us know. *The birth must be attended, or this section is null and void.*
  5. **Return Service Guarantee:** North Star Farm or its Agent will make a diligent effort to successfully breed the mare, and will work with the mare owner so far is reasonable to achieve this goal. However, as breedings are occasionally unsuccessful despite the efforts of all concerned, the mare owner shall have the right to return breeding(s) only and solely as follows: where the mare has been serviced (inseminated) or attempts made to service (inseminate) her through at least two successive heat cycles in the contract year, but she has failed to produce a live foal which stands and nurses, the mare owner shall be entitled to return privileges for the same mare or another mare approved by North Star Farm in the following year only. Prior to semen being shipped or the mare inseminated, the mare owner must pay the booking fee for the new breeding season.
  6. The mare owner agrees to 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 by any cause whatsoever, and further agrees to hold North Star Farm, its owners, agents, servants, and employees harmless for any and all damages resulting therefrom.
  7. The mare owner shall perform all of his/her obligations under this contract, or all guaranties are null and void. Where the breeding is by transported semen, or the foal is born elsewhere, North Star Farm reserve the right to require that a licensed veterinarian attest in writing to the times and circumstances of insemination and/or viability of the foal as a condition to honoring the Return Service Guarantee.
  8. Should Rienzi die, be sold, relocate to another breeding facility or become unfit for service before servicing the mare, or if the mare dies or becomes unfit to be bred before she is serviced, then this contract is and shall be null and void. At the time the mare is first serviced, or the first shipment of semen is sent, whichever is earlier, this paragraph shall become void and without effect.
  9. This contract shall not be assigned or transferred, and in the event said mare is sold, the fee, if unpaid, shall immediately be due and payable and, whether paid or unpaid, no refund or return breeding shall be due under any circumstances.
  10. This contract shall be governed by and enforced under the laws of the State of Washington.

DESIGNATED DESTINATION

MARE OWNER'S VETERINARIAN

\_\_\_\_\_

\_\_\_\_\_

STALLION OWNER OR AGENT

Phone \_\_\_\_\_

MARE OWNER

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_