

Imajica

3188 South Brownell Road

802-660-0401

Williston, Vermont 05495

Office Hours 8 am - 5 pm E.S.T. Monday - Friday

STALLION SERVICE CONTRACT

This contract made by and between IMAJICA ("Farm") and

_____ ("Purchaser") for breeding of the

Mare _____ by the

Stallion Olivier for the 2008 Breeding Season ("Present Breeding Season"); subject to the following terms and conditions:

1. PURCHASER WOULD LIKE TO USE: .Fresh Chilled Semen . Frozen Semen

Due to the stallion's competition schedule, availability of fresh semen may be limited.

2. THE MARE: The mare to be bred is described as follows:

Breed: _____ **Color:** _____ **Sire:** _____

Registration #: _____ **Dam :** _____ **Dam.s Sire** _____

Foal will be registered with (circle one) K/WPN/NA GOV BWP OLD/NA/ISR

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 \$500 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 \$2000 is payable before Mare is bred or semen is shipped.

c. (For shipped semen only:) A **Deposit** of \$500 will be required for collection fees. Any unused balance will be refunded at the end of the breeding season or applied to the following year. You must provide us with a credit card or FedEx number to bill directly for all shipping fees.

Visa/Mastercard: _____ expirationdate: _____

FedEx # _____

d. If the resulting foal will be registered with the NA/WPN, a \$75 surcharge must be included with the stallion service fee.

Collection Fee: \$250 per shipment. Equitainer must be returned within three days via Fed-ex or UPS. All supplies included with the Equitainer must be returned or you will be billed for the missing components. Disposable containers may be returned within one week and may be returned by US Postal Service.

In the event that the stallion must be collected at an outside facility, increased charges will apply.

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

4. RESERVATIONS FOR SEMEN (on the farm or shipped): The Farm's receipt of the above Stallion Service

Fee confirms the Mare's reservation to breed to the Stallion for the Present Breeding Season, which shall extend from April 1st until August 1st.

a. Fresh Chilled Semen is collected only Monday/Wednesday/Friday. All Semen orders must be received by 5 p.m. E.S.T. the day before the requested collection date. **Do not email semen requests.** Frozen Semen should be ordered one week before you need to breed the mare.

b. All orders for semen shipments shall be filled as received, subject to availability of the Stallion. If there is insufficient semen to fill all orders of a given day, the Farm veterinarian will determine which orders will be honored. For Farm-bred Mares this decision will be based on palpation results; for Mares bred off the Farm, this decision will be based on the information provided by the Purchaser's veterinarian.

c. Purchaser understands that the Stallion will be competing away from the farm during the breeding season and will not always be available for collection. It is the Purchasers responsibility to contact the farm for dates the stallion will not be available for collection due to the show schedule.

Stallion will not be available _____ (subject to change).

5. 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.

6. RETURN OF SERVICE: Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth in 7 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. Purchaser will 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 vaccination. 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 costs as set forth in 3 above.

7. REFUND OF FEES: This contract shall be null and void and the Purchaser shall be entitled to a refund of any amount paid hereunder if the Stallion should die or become unfit for service prior to serving the Mare in the Present Breeding Season. 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. No refund is available if Stallion is sold; but Purchaser may breed to another Farm Stallion of the same or lesser Stallion Service Fee.

8. NON-ASSIGNMENT: This contract cannot be assigned, sold 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.

9. 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.**

10. FOR MARES TO BE BRED AT IMAJICA ONLY:

a. Purchaser agrees that all veterinary, farrier, foaling, and other fees are in addition to the Stallion Service fee, and that all such fees, together with board of \$_____ per day, will be paid promptly upon invoicing. No Mare will be removed from the Farm unless all fees

and costs are paid in full.

b. The Purchaser hereby gives the Farm permission to act as agent in an emergency situation if the Purchaser cannot be reached in a timely fashion.

c. The Purchaser hereby releases the Farm from any responsibility or liability for any disease, injury or accident to the Mare or accompanying foal resulting from any negligence.

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

12. AGREEMENT: This contract is intended to be the parties final expression of their agreement and as a complete and exclusive statement of the terms thereof, all prior negotiations and representations (oral or written) having been merged and incorporated herein. No course of prior dealings between the parties, or their officers, employees, or agents shall be relevant or admissible to supplement, explain, or vary any of the terms of this contract.

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

IMAJICA _____

Purchaser (Signature): _____ **Date:** _____

Purchaser (Please Print Name): _____

Address: _____

Phone #: _____ **Cell:** _____

E-mail: _____

Information Sheet

Mare Owner: _____

Mailing Address: _____

Shipping Address: _____

Telephone #: _____

Email Address: _____

Credit Card Info: mc/visa # _____

Exp. Date _____

Signature authorizing the use of this card for collection and shipping fees and any unpaid balances:

Name on card: _____

(we will not ship semen without a valid credit card number and authorization on file)

Mare's Name: _____

Registration #: _____

Breed/Studbook: _____

Sire of Mare: _____

Dam of Mare: _____

Dam's Sire of Mare: _____

Anticipated Breeding Date: _____

Additional Comments:

ments: