

# PAPILLON RANCH

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## STALLION SERVICE CONTRACT . . . SHIPPED COOLED SEMEN

**THIS AGREEMENT** is made and entered into this day and month (written below) between PAPILLON RANCH, LONGMONT, COLORADO

("Stud Manager") and \_\_\_\_\_ ("Mare Owner").

These Parties agree as follows:

- Mare Owner agrees to breed the mare ("Mare") \_\_\_\_\_  
*Name of Mare* \_\_\_\_\_ *Reg. No.* \_\_\_\_\_ *Date of Birth* \_\_\_\_\_  
to **ZIPPO'S LEGEND PR** standing at PAPILLON RANCH, LONGMONT, COLORADO for the 2006 season.
- The Stallion Service Fee for 2006 breeding season is \$700.00 for approved mares, and must be paid in full prior to shipment of semen. **For Visa or MasterCard billing, add 3% (\$21.00).**
- The Stallion Service Fee shall include the following:
  - All paperwork and up to two shipments of chilled semen F.O.B mare location
  - Breeding Certificate (only after foal is born)
- Additional chilled semen shipments, the Mare Owner shall be responsible for the following:
  - \$250.00 Semen Collection Fee and Shipment
  - Freight (via Federal Express or UPS only) to return the canister or cost of disposable Equitainers if required at \$50.00 each.
  - Notify stud manager prior to 10:00 a.m. MST on the day the semen is to be shipped.
- Any shipments requested on **Off Breeding Days**, (Saturday and Sunday) including the first shipment, will be charged an additional fee of \$100.00 plus air freight charges above normal FedEx.
- Hamilton-Thorne Equitainer Requirements.** PAPILLON RANCH will require a Visa or MasterCard from each mare owner as security for the Equitainer. **Each Equitainer received must be returned to Papillon Ranch within 72 hours of receipt.** In the event the Equitainer is not returned within 72 hours, the Mare Owner will be assessed a nonrefundable charge of \$25 per day until the Equitainer is returned. The maximum charge will not exceed \$300.00.
- Mare Owner shall attempt with reasonable diligence to settle mare; if however, for any reason the mare does not settle Owner will hold Stallion Owner and manager harmless.
- The breeding season for shipped semen begins February 10<sup>th</sup> and closes June 15<sup>th</sup> at which time all shipments will be discontinued.
- If the mare does not settle in 2006, the Stallion Owner will honor the Stallion Service Fee on the mare originally booked (unless otherwise mutually agreed in writing between Mare Owner and Stallion Owner) for the following year only (2007 season). In 2007 the Mare Owner has two options:
  - The Mare can be brought to Papillon Ranch, Longmont, Colorado for service, provided the Mare Owner is responsible for all additional charges for board and vet charges, or
  - The Mare Owner may again ship semen; however, each shipment will incur both a Collection Fee and Freight Charge.
- Stallion Owner guarantees** one live foal from the breeding contracted for herein. Live foal is defined as a foal that stands and nurses without assistance. Should the Mare prove not to be in foal the year bred or lose her foal, or should the foal not stand and nurse without assistance, Mare Owner shall notify Stallion Owner in writing within one week of the foaling date (or the date the Mare is proved not to be in foal or loses her foal); such notice shall be accompanied by a statement from a licensed veterinarian verifying that the foal is not "live" as defined above or has been lost as stated above. Under the foregoing circumstances and upon receipt of the specified notice, it is agreed:
  - Stallion Owner shall give to Mare Owner a free breeding to the Stallion, per the terms of paragraph 9, the following year only and to the same Mare originally booked (unless otherwise mutually agreed in writing between Mare Owner and Stallion Owner).
  - If Mare Owner fails to deliver the Mare (or a substitute Mare if mutually agreed as stated above) for rebreeding the following year, then any and all fees paid shall not be refundable; the right to rebreed is thereby cancelled and Stallion Owner is released from any further obligations.
- This contract shall not be transferable by Mare Owner without the prior written consent of Stallion Owner. A breeders certificate will be issued when the Mare Owner notifies Papillon Ranch of the birth of the foal and only after payment of all bills due on the Mare have been received. This agreement constitutes the entire agreement between the parties; any amendment to or modifications of the terms of this agreement must be in writing.
- Should it be necessary for Stallion Owner to employ an attorney to enforce any of the terms of this agreement including collection of money owed, Mare Owner shall pay all reasonable attorney's fees, costs of suits, and other expenses reasonably related to enforcing this agreement.
- Requirements Prior to Shipment:**
  - Original Signed Contract
  - Payment of Stallion Service Fee
  - Visa or MasterCard charge card number \_\_\_\_\_ Expiration Date \_\_\_\_\_
  - COPY OF THE MARES REGISTRATION PAPER, BOTH SIDES.

APPROVED:

By \_\_\_\_\_ Date \_\_\_\_\_

*Papillon Ranch*

MARE OWNERS INFORMATION:

\_\_\_\_\_  
*Name of Mare Owners*  
\_\_\_\_\_  
*Address*  
\_\_\_\_\_  
*City, State, Zip*  
\_\_\_\_\_  
*Phone*

VETERINARIAN INFORMATION:

\_\_\_\_\_  
*Veterinarian Name*  
\_\_\_\_\_  
*Address*  
\_\_\_\_\_  
*City, State, Zip*  
\_\_\_\_\_  
*Phone*

**For Office Use Only**

Stallion Service Fee \_\_\_\_\_ Date \_\_\_\_\_  
Booking Fee \_\_\_\_\_ Date \_\_\_\_\_  
Balance Due \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_