

Marquis Sport Horses, LLC

Stallion Service Contract

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I, _____ hereby confirm my reservation to the stallion CONTRATTO for the **2019** season to breed the mare _____.

Stud fee for breed the above named mare to this stallion is the 2019 rate of \$ _____ including all applicable discounts. This stud fee includes collection costs for the 2019 breeding season only. (Actual shipping costs are not included).

This stud fee covers (*circle one*: frozen semen, fresh cooled semen, live cover).

A live foal guarantee (*circle one* - is, is not) included with this stud fee.

A deposit of \$ _____ has been paid, and a balance of \$ _____ is due prior to live cover or shipping of semen. No semen will be shipped until the breeding fee is paid in full.

A uterine culture is recommended if you have an older mare that was bred before, a mare that has had a difficult birth / retained placenta, aborted her last pregnancy, or if you have any other reasons to be suspicious of her uterine health. We expect you to follow your veterinarian's recommendations.

If the mare is to be bred by live cover, we require written proof of negative EVA (Equine Viral Arteritis) test results from a veterinarian no older than 60 days prior to the anticipated cover date. Please check with your veterinarian, as the test results may take 2-3 weeks to return.

I understand that my mare must be examined by a licensed veterinarian at about 18 and about 50 days after the last day bred and Marquis Sport Horses, LLC notified of her pregnancy status at that time or all live foal guarantees are null and void. A breeding certificate will be issued after your foals birth announcement.

The stallion owner assumes responsibility to deliver live semen in viable condition at the time of delivery to the approved shipping address for shipped semen, or to make the stallion available for live cover at the Stallion's place of boarding, unless other arrangements have been mutually agreed upon in advance. For live foal guarantee, shipped semen should be administered by a licensed veterinarian or by a breeding technician approved by Marquis Sport Horses, LLC only to the mare named in this agreement. If semen shipments are used for a mare other than named in this agreement without approval from the stallion owner, the standard 2019 season fresh cooled breeding fee of \$1400.00 and completed contact will be due immediately. This approval constitutes a part of the contract and without it any live foal guarantee is null and void. Shipped fresh cooled semen must be administered within 24

hours of the time of delivery or the stallion owner shall be considered to have fulfilled the contractual obligations and any guarantees shall not apply.

In the event of death or the inability to produce and ship viable semen from the stallion, Marquis Sport Horses, LLC shall refund any payments and have no further obligations under this contract.

It is absolutely essential that communication be established and maintained directly between the inseminating veterinarian and Marquis Sport Horses, LLC or a veterinarian handling the semen shipment on behalf of Marquis Sport Horses, LLC. The success of any shipped semen program depends upon close cooperation and timing.

Should the mare not produce a live foal that stands, sucks, and survives for the first 30 days after birth, and if a live foal guarantee is included in the stud fee (above), this contract guarantees one return privilege for the same mare during the course of the initial Marquis Sport Horses, LLC breeding season (Feb. 1st - Sept. 1st). The mare owner is further guaranteed two return breeding privileges for the next season following the initial breeding season. The mare owner is responsible for all collections and actual shipping charges incurred under the live foal guarantee. This guarantee shall only apply if the stallion owner is notified within one week of the foal's death. A statement of details by a licensed veterinarian must follow within 10 days or the guarantee becomes null and void. This clause is also binding in case of abortion. If the mare resorbs her pregnancy, Marquis Sport Horses, LLC need written verification of this fact from a licensed veterinarian. **Please note, unused LFG breedings are not transferrable.**

I understand that the mare owner shall assume all responsibility for the condition of the mare and shall bear all the risk of loss or damage to the mare whether by death, disease, injury, infection, or otherwise, and by any cause whatsoever associated with this breeding, including during live cover, and therefore agrees to hold the stallion owner, keeper, or agent harmless for any and all damages associated therewith. I further understand that live cover increases the potential risk of injury to both the mare and stallion, and that the mare may incur bites and abrasions during live cover. If a live cover option is selected, I authorize stallion owner, keeper, and agents to handle mare during teasing, live cover, and to utilize appropriate restraints on the mare during live cover, including, but not limited to, breeding hobbles .

Fees, Collection and Shipping Procedures:

Live Cover: It is the mare owner's responsibility to communicate with Stallion Owner or agents, and have the mare delivered to the Stallion's location (currently Marquis Farms, 2330 Ossentfort Road, Glencoe, MO) prior to her anticipated breeding date. Mare owner shall be responsible for per diem board and care paid to Marquis Farm, LLC. Stallion owner reserves the right to refuse live cover if, in the sole opinion of the stallion owner live cover risks injury to Stallion, the mare, or handlers. (Some mares will not accept a stallion for live cover). In such event, Stallion owner will offer the use of fresh cooled semen, and shall waive any associated collection and/or shipping charges. Mare Owner shall be responsible for all veterinary charges associated with artificial insemination with the fresh cooled semen.

Shipped Semen (Fresh or Frozen): A valid credit card to pay for any container, collection, and actual shipping costs needs to be on file with either Marquis Sport Horses, LLC or with a veterinarian designated by Marquis Sport Horses, LLC to handle the collection and shipping, prior to shipping of any ordered semen. If the mare owner elects

not to use a credit card, a deposit is required to cover the charges for collection and actual shipping as determined by the designated veterinarian or Marquis Sport Horses, LLC. Collection and shipping charges may vary depending upon several factors so please make the necessary arrangements in advance of your expected collection date, and contact the Marquis Sport Horses, LLC for exact charges.

While we will make every effort to accommodate all shipping requests, the mare owner understands that requests for semen must be made before 9:00am Central Time via phone on the day of the requested semen shipment. Later collections, if possible, will be surcharged \$50.00. Communication of a 24 - 48 hour advance notice for an expected shipping date is greatly appreciated and will facilitate a smooth process. We understand that advance notice may not be 100% accurate, but it helps us to plan the necessary availability, as we do not collect on site, and must make arrangements to transport the Stallion to a collection facility.

Please fill out and return with a copy of your mare's registration papers so we can process your breeding certificate.

Registry / Breed Society you expect the foal to be registered with: _____

Mare: _____ Registration No: _____ Date of Birth: _____

Color: _____ Breed: _____ Mare's Sire: _____

Dam: _____ Dam's Sire: _____

Expected initial breeding date: ____ / ____ / **2019** (For estimating collection / live cover schedules)

Address of mare owner:

Street: _____

City: _____ State: _____ Zip: _____

Phone (Day): _____ (Cell): _____ E-mail: _____

CC for all collection and shipping charges (not included in breeding fee):

(Visa / Mastercard) _____ Exp: _____ CCV: _____

Name and address of veterinarian for receiving shipped semen / breeding:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone (Day): _____ (Fax): _____ E-mail: _____

Nearest airport for counter to counter shipment if required: _____

Mare Owner Signature / Date

Stallion Owner Signature / Date

A signed copy of this contract will be delivered to the mare owner upon approval