



Stallion Contract

This contract made by and between Cerulean Farm, LLC (Stallion owner) and _____ (Purchaser) for the breeding of the Mare named: _____, with registration number: _____ to Jaz Poco Zorro, the Stallion) for the _____ breeding season ("Present breeding season"); subject to the following terms and conditions:

1. PURCHASER DESIRES TO USE: FROZEN SEMEN

2. THE MARE: The Mare to be so bred is (breed of Mare): _____

The purchaser may not substitute another mare for breeding without prior written consent of the Stallion Owner. The Stallion Owner must be notified of intention to perform Embryo Transplants prior to insemination. ICSI procedures are prohibited with this contract. A separate ICSI contract is available.

3. FEES: Purchaser agrees to pay the Stallion Owner the following fees:

FROZEN SEMEN: The Stallion Service Fee of \$1250.00 US per dose plus 6.25% Kentucky State Sales Tax of \$78 or two doses for \$1500 plus 6.25% Kentucky Sales Tax of \$93 includes a non-refundable booking fee of \$450.00 US and is due at the signing of this contract and payable before the Mare is bred or semen is shipped.

All shipping fees are at Mare Owner's expense to be paid directly to Repro facility.

NO LIVE FOAL GUARANTEE.

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

4. REFUND OF FEES:

There shall be no refunds of fees issued for any reason.

5. NON-ASSIGNMENT:

This contract cannot be assigned or transferred by Mare Owner without written permission by Stallion Owner.

6. WARRANTY:

The Stallion Owner 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.

The Purchaser hereby releases the Stallion Owner, the Farm (Cerulean Farm, LLC) and any reform, any liability for any disease, injury or accident to the Mare or accompanying foal resulting from any negligence.

7. CERTIFICATE OF COVERING BY STALLION:

The Stallion Owner will submit Stallion Report to AQHA the resulting pregnancy at the end of the breeding season.

8. EMBRYO TRANSFERS and TWINS

Embryo Transfers and Twins are subject to all the conditions of this contract per embryo transferred and viable Twin. If two or more embryos or viable twins result, the Stallion Owner must be notified; the Mare Owner is responsible for an additional stud fee per viable embryo transferred, frozen and viable twin. The Mare Owner agrees that Stallion Owner retains full ownership of second and all subsequent embryos recovered and/or viable twin produced if the Mare Owner fails to remit a stud fee per embryo and twin. No additional booking fees or collection fees apply. When payment is received in full, a covering certificate from the Stallion Owner will be issued to the Mare Owner upon registration of each foal. For Embryo Transfer contracts, a copy of this contract must be submitted to Veterinarian. Mare Owner grants permission to Stallion Owner to communicate with his/her veterinarian regarding Mare.

9. SALES TAX:

All fees are subject to applicable Kentucky Sales tax of 6.25%. Purchaser is responsible for payment of tax.

10. GOVERNING LAW:

This contract shall be governed by the laws of the Commonwealth of Kentucky and shall be binding upon the parties hereto and their personal representatives.

The parties hereby agree that any legal action under this contract shall be brought in Shelby County, Kentucky. The parties further hereby agree to have any disputes be resolved through mediation and arbitration by a licensed mediator chosen by the Stallion Owner.

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

MARE OWNER (or Authorized Agent) Signature: X _____

MARE OWNER Printed Name _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____ (day) _____ (evening)

Email: _____

STALLION OWNER (or Authorized Agent) Signature: X _____

STALLION OWNER Printed Name: _____

Street: _____

City: _____ State: _____ Zip: _____

FOAL REGISTRATION INFORMATION:

Name of Mare: _____ Registration # and Breed Society: _____

Sire: _____ Registration # and Breed Society: _____

Dam: _____ Registration # and Breed Society: _____

SHIP SEMEN TO (if different from above address):

MARE OWNER (or Authorized Agent) X _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____ (day) _____ (evening)

Service Date(s) to be completed by stallion owner: _____