

WATERMARK FARM



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STALLION SERVICE CONTRACT

This contract made by and between Watermark Farm (“The Rawles”) and

for breeding of the Mare named: _____

Registration No: _____

(Purchaser)

to the Stallion named Waldaire for the 2012 breeding season (“Present Breeding Season”); subject to the following terms and conditions:

1. PURCHASER WOULD LIKE TO USE:

Frozen Semen with LFG Contract (6 dose maximum)

2. THE MARE: _____

The mare to be so bred is (Breed): _____ Color: _____

Year Foaled: _____ Sired by: _____

Out of: _____ Sired by: _____

The Purchaser may not substitute another mare for breeding without prior written consent of Watermark Farm. Any substitution of the mare invalidates the LFG. Embryo Transplants are also prohibited without written permission of Watermark Farm and signed copies of the Embryo Transfer Contract on file with Watermark Farm. If the semen is used to breed additional mares, new breeding fees will be assessed and collected. There is no date of exemption with this contract.

3. FEES: Purchaser agrees to pay Watermark Farm the following fees:
\$1500.00 USD

This fee is **non-refundable** and must be paid in full before the mare is bred or semen is shipped. This fee secures a maximum of 6 doses of Waldaire semen frozen at SBS to be used to breed _____ (mare name).

Mare owners must contact Select Breeders Services (410) 885-3202 to arrange for billing, storage and semen shipments.

All fees, deposits, packaging, handling and transport costs are billed directly by SBS. Any damage to the vapor shipper, goblets, seal or failure to return the container will be assessed by SBS. Any late fees will also be handled by SBS. If a second (or more) semen shipment is required, additional fees and shipping

charges will apply. Rental fees, security deposits and all billing will be handled by SBS.

ALL FEES MUST BE PAID 10 DAYS BEFORE SEMEN WILL BE SHIPPED.

4. Reservations for semen: Watermark Farm's receipt of the above Stallion Service Fee confirms the Mare's reservation to breed to the Stallion for the Present Breeding Season. No additional mares can be bred to Waldaire without new Breeding Fees being paid.

Purchaser initials: _____

Frozen semen is available year round. Frozen semen should be ordered at least one week prior to the date needed to breed the Mare. All Frozen Semen Shipments must be paid in advance and have the appropriate paper work completed.

All orders for semen shipments shall be filled as received, subject to availability of the stored frozen semen of the Stallion. A maximum of 2 doses of semen will be sent out for each breeding cycle.

5. Conditions: Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to Watermark Farm. The Purchaser must provide Watermark Farm with a completed Mare Health Form signed by a licensed veterinarian, stating that the mare is in good physical and reproductive condition BEFORE semen shipment. The Purchaser must provide Watermark Farm with a copy of the mare's registration papers. It is requested that the mare owner provide four photographs with any distinguishing markings, blemishes showing for identification purposes (2 side views, 1 front, 1 rear) prior to breeding. The Purchaser must also declare which registry they are planning to register the foal in order to have the appropriate Breeding Certificate returned to them once the mare is confirmed in foal at 60 days.

The Purchaser agrees to utilize Waldaire's semen with the Mare described in Section 2 above. No breeding certificate shall be issued to any foals resulting from the use of semen on any Mare not described in Section 2 above.

Purchaser initials: _____

The Purchaser agrees to keep the mare in good physical condition throughout the pregnancy, vaccinate for Rhinopneumonitis at five, seven and nine months of pregnancy and deworm regularly with AEEP approved products for pregnant mares or all return privileges and stud fees are forfeited.

In the event the Mare is barren, Watermark 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 immunization for equine rhinopneumonitis (equine herpes type 1) have been kept current.

It is the Purchasers responsibility to fulfill the following veterinary requirements: A licensed veterinarian must examine the mare: A) Via early ultrasound scan at 14 to 18 days after the last insemination. B) By ultrasound between 30 and 35 days the last insemination to insure a single embryo. C) By palpation or

ultrasound between 50 and 60 days after the last insemination. Results of these examinations must be recorded on the Mare Passport.

The Purchaser must return the completed and signed Mare Passport to Watermark Farm within 10 days of the 50 to 60 day examination and no later than September 30 of the breeding year or **ALL GUARANTEES ARE FORFEITED.**

The Mare Passport must be completed and returned by September 30 of the breeding year.

6. Return of service: The Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth 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:

If the Mare does not settle during the Present Breeding Season with the maximum number of doses shipped, she is **NOT** eligible for return of service to the Stallion but additional doses of semen may be purchased. In the case of additional semen purchase, no LFG applies.

If the Mare is examined in foal but becomes barren during gestation after the 50 to 60 day examination, she is eligible for return if Watermark Farm receives a certificate within five (5) days of the examination and the Purchaser has any of the original 6 doses remaining. The Purchaser recognizes Watermark Farm's right to require a negative intrauterine culture certificate prior to the Mare's return to service.

If the Mare subsequently produces a live foal that is unable to stand unassisted and nurse, and subsequently dies, a veterinary certificate must be provided within five (5) days of death.

The Purchaser agrees that if this breeding contract is not used within the next two subsequent breeding years (2012, 2013), this contract will be terminated and all fees will be forfeited.

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 dates of such vaccination. Where appropriate, the certificate shall also confirm that the Mare was properly cared for during gestation and foaling was attended. Watermark Farm's timely receipt of the required veterinary certificates is a condition precedent to any right of return.

If the Purchaser's Mare becomes unfit for breeding or otherwise ineligible for breeding, another mare may be substituted with Watermark Farm's consent. Purchaser must make this request in writing and the mare must be examined by a licensed Veterinarian with a completed Mare Health Form on file with Watermark Farm.

All rights of return to the Stallion are subject to prepayment of costs as set forth in Section 2 above.

7. Refund of Fees: The Purchaser shall not be entitled to any refund if the Stallion should die, or become unfit for service after semen has shipped or in any subsequent breeding season. The Purchaser shall not be entitled to any refund of fees if the Purchaser uses all 6 doses of semen without a pregnancy.

8. Live Foal Guarantee Defined: Watermark Farm defines a LIVE FOAL

GUARANTEE as, and to be interpreted as the following: the birth of the foal that is witnessed by an equine professional or the Purchaser/Mare Owner. A LFG is the Mare Owner/Purchaser's right to a foal that stands, nurses and passes a veterinary exam within 24 hours of birth. The LFG is null and void if the Mare Owner /Purchaser does not utilize a veterinarian for this exam and in the event that a Mare Owner/Purchaser fails to run an IgG test. In the event that a foal fails this exam, it is the Mare Owner's responsibility to notify Watermark Farm within 48 hours, provide a Veterinary Certificate and arrange for rebreeding. No refunds will be given in the event that a foal does not meet the above listed criteria.

9. Non-assignment: This contract cannot be assigned or transferred by the 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.

10. Warranty: Watermark 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 OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.**

11. Governing Law:

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

In witness whereof, the Parties hereto have hereunto set their hands and seals:

For Watermark Farm: _____

Purchaser (please print name): _____

Purchaser (signature): _____

Address: _____

Phone: _____ Alt. Phone: _____

Fax: _____ Date: _____

Address for Semen Shipment: (if different than the address listed above)

Veterinarian's name: _____

Address: _____

Phone: _____ Fax: _____

Date: _____

