

# DL MISTER PRECISION 2010 TSC and STALLION SERVICE CONTRACT



4225 Fort Daniel Road Decatur, IL 62521

Farm: 217-864-2132 Cell: 217-520-3512

Email: [Kathy.owens1@comcast.net](mailto:Kathy.owens1@comcast.net) · Website: [www.whistlevillefarms.com](http://www.whistlevillefarms.com)

This contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and among Whistleville Farms ("Stallion Owner") and \_\_\_\_\_ Mare Owner or Lessee ("MareOwner"). All rights and responsibilities between the parties for the 2010 breeding season are set forth in this contract.

1. **BREEDING PRIVILEGES.** Mare Owner agrees to breed the mare named \_\_\_\_\_, Registration # \_\_\_\_\_, Breed \_\_\_\_\_, (the "Mare"), to the Stallion, **DL Mister Precision APHA# 856,536**, ("Stallion"), during the 2010 breeding season (commencing February 1, 2010 and ending on June 1, 2010.)
2. **STALLION SERVICE FEE.** Mare Owner agrees to pay a Stallion Service Fee of \$ \_\_\_\_\_ (US) of which \$250.00 is deemed as the booking fee is payable with this contract and in non-refundable. **Mare Owner agrees to pay the Stallion Service Fee prior to the first shipment of semen or prior to delivering the mare to the farm.**
3. **BOARD & INVOICING PROCEDURES.** Mare Owner agrees to pay for care and feeding while in the custody of Farm at \$12.00 per day for dry mares and \$14.00 per day for wet mares. A foaling fee of \$300.00 shall be charged if mare delivers a foal at the Farm. Mare owner has inspected the Farm and is satisfied with same as evidenced by signing below. The Mare Owner agrees to pay all boarding and veterinary expenses incurred by the Mare and/or foal while under the care of the Farm, and these expenses are due and payable on or before 15 days after the date of the invoice. Invoices shall be sent on a monthly basis. The Farm may charge the Mare Owner interest calculated at a monthly rate of 1 1/2% for any invoiced expenses and fees not received by the Farm on or before the due date. The Mare will not be released until the Stallion Service Fee, veterinary invoices, boarding invoices and any other related charges incurred on behalf of the Mare have been paid to the Farm in full. **Mare will not be released from Farm's custody until all fees are paid in full.**
4. **MARE CONDITION, REGISTRATION AND OWNERSHIP.** Mare Owner warrants that the mare is healthy, in sound breeding condition, is halter broke and registered with the breed association shown above. A current, legible copy of the mare's registration papers must be attached to, and will become a part of, this Agreement. Mare Owner warrants registration papers are accurate. Agent may require a **negative uterine culture or cytology with sensitivity test if mare is maiden and/or barren. If the mare is to be bred at the Farm, then a health certificate indicating all current vaccinations and a current negative Coggins test dated within 12 months prior to the arrival of the Mare is required. Mares are required to be vaccinated for the following: TETANUS TOXOID, INFLUENZA, EASTERN/WESTERN (Encephalomyelitis), STREPTOCOCCUS EQUI (Strangles), RHINOPNEUMONITIS EHV-1 & EHV-4 and POTOMAC HORSE FEVER. Failure to provide these health certificates will be authorization for the Farm to perform such services as deemed necessary for the Mare's well being and will be at the Mare Owner's expense.**
5. **WAIVER OF LIABILITY.** All parties agree to diligently try to settle Mare. Should Mare not settle, Mare Owner will hold Stallion Owner, Agent and Farm harmless from any resulting loss or damage. Stallion Owner, Agent and/or Farm shall not be liable for any injury, sickness, disease or death of Mare or her offspring arising from the exercise of the breeding rights and privileges granted herein. Mare Owner shall not be liable for any injury, sickness, disease or death of Stallion arising from the exercise of the breeding rights and privileges granted herein. Insurance is the responsibility of the respective parties to this Agreement. Also, Mare Owner agrees by signing below that Agent is authorized to consult with and obtain direction of a licensed veterinarian with regard to the care of the mare. Further, Mare Owner hereby authorizes Agent to obtain and follow a licensed veterinarian's directions with regard to the mare and fully releases and holds harmless Agent, Stallion Owner, the Farm, their respective officers, directors, employees, agents representatives, assigns affiliated persons, and/or others acting on their behalf. In the event that extraordinary health care is required for the Mare and/or foal the Agent will attempt to contact the Mare Owner by telephone, but the Agent's inability to contact the Mare Owner does not abrogate the authority granted to the Agent by the Mare owner to seek necessary treatment for the Mare and/or foal at the Mare Owner's expense.
6. **LIVE FOAL GUARANTEE.** Stallion Owner guarantees that a single Live Foal will result from the breeding privilege granted herein. The term "Live Foal" means that one foal resulting from the breeding stands alone, nurses and lives for twenty-four (24) hours. If a Live Foal does not result from the breeding, Mare Owner shall be entitled to rebreed Mare to Stallion in the immediately subsequent breeding season. The Live Foal guarantee is void unless the following conditions are met: (i) Mare Owner notified Stallion Owner within forty-eight (48) hours of foaling that the mare did not produce a live foal; and (ii) within fourteen (14) days after Mare Owner's notice to Stallion Owner, the Mare Owner certifies to Stallion Owner that the birth was attended; and (iii) produce a statement from a licensed veterinarian stating in detail the failure of the mare to produce a live foal. **Unless approved by Stallion Owner in writing, The Live Foal Guarantee shall be void and Stallion Owner will be released from liability if Mare is sold by Mare Owner prior to foaling. This privilege can only be extended by Stallion Owner in writing.**
7. **LIVE COLOR FOAL GUARANTEE.** If the Mare is fully registered by APHA or AQHA and the resulting Live Foal is unable to be registered with APHA due to inability to meet color requirements, Mare Owner may rebreed in the 2011 breeding season to the Stallion for one half the advertised Stallion Service fee in the year in which the Mare was bred to produce the non-registerable foal. All other applicable breeding fees in effect at the time shall also apply.
8. **HYPH GUARANTEE.** Stallion Owner guarantees that the Mare Owner shall be entitled to rebreed Mare to Stallion in the immediately subsequent breeding season for one half the advertised Stallion Service fee in the year in which the Mare was bred to produce the foal **if the resulting foal tests HYPH H/H and the Mare Owner chooses not to register the resulting foal.**
9. **CERTIFICATE AND SUBSTITUTIONS.** Stallion Owner will issue a breeding certificate when notified of the birth of the foal resulting from this breeding, providing that the Mare Owner has no outstanding debt to Whistleville Farms .All charges must be paid in full prior to issuance. Mare



**Part A-Terms and Conditions for Shipped Cooled Semen** This Part "A" is executed in conjunction with the 2010 breeding

Contract for The Stallion, **DL MISTER PRECISION, APHA # 856,536** and The Mare named \_\_\_\_\_ with

Registration # \_\_\_\_\_, Breed \_\_\_\_\_ The following are Terms and Conditions for breeding The Mare to The Stallion via

Shipped cooled semen are:

**All Stallion Service Fees, booking fees, chute fees and any other outstanding balances must be paid in full prior to the first shipment of semen.**

Mare Owner is required to notify Whistleville farms by noon, 12:00 p.m. (Central time) on the Collection/Shipping date if semen is needed. Shipping days are Monday, Wednesday, Friday and Saturday. Requests are filled in the order in which they are received. Mares ordering semen first in a cycle will be given preference over mares ordering a second or third time in a cycle. Orders for counter-to-counter shipments received after 9:00 am (Central time) cannot be guaranteed. Mare Owner is responsible for shipping charges for cancellations received after noon, 12:00 p.m. (Central time) .

**Shipment Charges for Shipped Cooled Semen are as follows:**

\$250.00 Standard Fed-Ex Shipment (in the US)

\$300.00 Standard Fed-Ex Shipment (Canadian shipments)

\$175.00 On Farm Semen Pick Up

A deposit of \$300 is required if an Equitainer is utilized, Equitainer must be returned to Farm, with shipping charges prepaid, within twenty-four hours after insemination. If Equitainer is not received within five (5) working days from shipment, Mare Owner will be assessed a \$25/day rental fee. All costs/deposits must be paid in advance of the shipment.

Mare Owner certifies that Farm is obligated to transport cooled semen to the address of record which has been provided in writing by Mare Owner prior to any shipment. All shipments will be shipped to the address provided below, unless otherwise specified in writing and confirmed.

Preferably, all shipments go to and inseminations performed at established breeding farms. Mare Owner certifies that the address provided for shipment is a suitable facility for the artificial insemination of Mare contracted to be bred. Farm may refuse to make repeated shipments if the shipments (as deemed by Stallion Owner/Farm) will not reasonably lead to the successful insemination of the Mare as contracted. Further, Mare Owner certifies that only the Mare who is the subject of the breeding contract shall be inseminated by the shipped cooled semen of Stallion. If semen is used on a Mare other than as stated in the contract, Mare Owner shall owe additional fees to Stallion Owner.

Mares bred to Stallion on the Farm shall have priority status for semen. Farm will use its best efforts to provide shipped cooled semen on an as needed basis. A contract for cooled semen does not guarantee that semen will be available on the day requested. Cooled semen bookings may be of limited availability.

Mare Owner agrees to comply with all breed association requirements concerning the use and handling of Transported Cooled Semen. Mare Owner shall promptly send copies of the Collection/Insemination Certificate to the breed associations and to Stallion Owner. For AQHA registered mares, the parties further agree to strictly abide by Rule 209 as contained in the AQHA Official Handbook or as modified and amended from time to time by AQHA.

The parties agree that the obligations of Stallion Owner/Agent shall be met when the semen shipment is accepted by the company providing transport of the container. In the event that the shipment does not reach the delivery address by the designated date and time, Farm will assist Mare Owner in requesting refunds from the transport company but will not be liable for any fees or charges requested to be refunded. The parties agree that the risk of loss transfers to the Mare Owner upon transfer to the transport company. Each shipment will be insured for the cost of the container only. If Mare Owner wishes to purchase additional insurance, they may do so at their own expense in advance of shipping.

**This agreement is limited to 2010 breeding season.**

**PLEASE NOTE:**

We **will not** ship semen on any mare in 2010 whose owner:

- has not paid breeding fees.
- has not pre-paid TCS fees.
- has not sent in a copy of their mare's registry papers to us.
- has not sent us a signed contract.

\_\_\_\_\_  
**Stallion Owner or Agent**                      **Date**

\_\_\_\_\_  
**Mare Owner**                                      **Date**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, state, zip**

\_\_\_\_\_  
**Phone**

**Address for Delivery of Shipped Semen:**

Name of Facility: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Street Address (No P.O. Box): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell/Mobile: \_\_\_\_\_

Mare to be bred: \_\_\_\_\_ Registration#: \_\_\_\_\_

Closest Airport: \_\_\_\_\_

**Saturday Delivery Address (If Different than above)**

Name of Facility: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Street Address (No P.O. Box):  
\_\_\_\_\_

City, State, Zip Code:  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell/Mobile: \_\_\_\_\_

**Fees may be paid with PayPal. Please add 3% to cover their charges for using this service.**