

# PINNACLE FRIESIANS

## 2011 STALLION SERVICE CONTRACT PHONE/FAX (479) 549-4006 CELL (479) 790-1489 OFFICE HOURS: MONDAY - FRIDAY 8:00-6:00 CENTRAL

This agreement is made between Stacy Nazario, owner of Pinnacle Friesians, hereafter referred to as (P.F.)

and \_\_\_\_\_, hereafter known as the **Mare Owner**, on the following date:

\_\_\_\_\_ and is subject to the following conditions.

**Stallion: Frederik van Oud-Stedma Nazario Friesian Registration # 200109981 FPS**

**Mare: \_\_\_\_\_ Registration# \_\_\_\_\_**

**Stallion Breeding Fee:** The stud fee for the above named stallion is **\$1000.00**, (One thousand and no/100 dollars) **this is for stud fee only** which the **Mare Owner** agrees to pay as follows:

1. **BOOKING FEE \$300.00 non-refundable** booking fee due upon execution of this contract. This fee will be applied towards the total stud fee. **The balance of Breeding Fee to be paid in full before first shipment of Semen is sent.**

2. **COLLECTION FEE** The cost of semen collection will be charges to the **Mare Owner**. The cost of collection is **\$225.00. The collection fee is a separate cost outside the stud fee.** All request for collection and shipment of semen must be made as described on the "Transportation for Semen information sheet." (P.F.) fills request for fresh semen collection and shipment subject to the availability of the Stallion. **The collection schedule for Frederik is currently Monday, Wednesday and Friday. If a collection needs, or is tentatively thought to be needed, to be made on a Monday, notice must be given to (P.F.) no later than Friday afternoon before 4:00pm Central time.** As the season progresses, we may need to alter this schedule but we will give our clients who have sent in contracts plenty of notice of any changes. However, if you have not notified us of your mare's status and then call at the last minutes, you might then discover that the schedule has been altered. Please notify us as much in advance as possible to coordinate timing. Only under rare circumstances will we be collecting on consecutive days. Artificial Insemination and Cooled shipments collected daily risk a drop in their concentration and motility. Collecting every other day or even every third day is optimum. Therefore in order to accommodate as may mare owners as possible without compromising the semen quality, (P.F.) and our collection site have agreed to a collection schedule that offers the optimum opportunity for quality semen. This means that on occasion, the mare owner may need to request semen a day earlier that their optimum desired insemination day or ask for "counter to counter" shipment by domestic airline to insure they do not miss their mare's cycle. We wish to reassure you that this will not compromise the success of your breeding program. Also during holidays, such as Memorial Day and July 4th, it will not be possible to ship semen at all. This is due to the fact the Fed Ex and other shippers do not either pick up or deliver on a holiday and Air Cargo in Ontario, CA will be closed on these holidays. Please plan around these holidays when you are managing your mare and we will make counter to counter possibilities available the day after the holidays. **The fee for each collection is \$225.00 plus the round trip cost of shipping the container.**

3. **SHIPPING AND HANDLING FEES: Shipping Fees are a separate cost outside the stud fees.** Fees for Shipping and Handling apply and are payable prior to the first and each additional shipment by (P.F.) under this Agreement. Such fees include all charges for transportation to and from airports, ground and air freight and fees for special handling plus applicable sales tax are subject to change without notice. **The Mare Owner** is responsible to file any claims with the shipper for lost or delayed shipments. The Shipping and Handling Fees shown below plus applicable sales tax will be charges against **The Mare Owner** account with respect to each shipment as applicable and are subject to change. **PRICES WILL VARY FROM PLACE TO PLACE AND ARE SUBJECT TO CHANGE**

**FEDERAL EXPRESS PRIORITY SHIPPING AVG \$265.00 - \$275.00  
AIRLINE SHIPPING FEE AVG \$325.00**

**4. CONTAINER FEES:** The Mare Owner is responsible for the return of the semen shipment container to the collection facility within 48 hours of use. There is a **\$200.00 security deposit** for the shipping container. The container must be returned clean and undamaged. If the ballast bags, coolant cans or the Container are missing or damaged, **The Mare Owner** will be charged for replacement of damaged parts or, if applicable, for the replacement cost of missing or damaged Container. After (5) working days of non-receipt of the container, The current cost of a new Container is \$350.00 plus shipping fees and sales tax. **The Mare Owner** is exclusively responsible for insuring the shipment for any damage caused during or delays in shipping and for filing claims with the shipper with respect thereto.

**LIVE FOAL GUARANTEE:** A live foal is defined as a new born foal that stands and nurses without assistance. If the Mare Owner does not receive a live foal (as a result of the death or absence of the foal ), the Mare Owner will receive a return breeding privilege for the same breeding year, but only if (P.F.) is notified within (5) days of death and receives a licensed veterinarian's statement confirming death. However, P.F. expects the Mare Owner to provide proper documentation regarding mare care, vaccinations, worming, and periodic pregnancy checks in order to honor live-foal guarantee as stated in this contract. **Finally, the live-foal guarantee will be null and void if all monies owed the stallion owners are not paid in full unless there is prior agreement between the Mare Owner and Breeder.**

**CONDITIONS WITH RESPECT TO THE MARE:**

- Mare shall be of healthy and sound breeding condition. A veterinarian health certificate and uterine culture is recommended prior to shipping semen. If the mare fails to settle in foal after two cycles, breeder may require the Mare owner to obtain a current reproductive exam/uterine culture prior to any further shipments.
  - A licensed veterinarian must administer the semen within twenty-four (24) hours after receipt from P.F.
  - Regular deworming throughout the pregnancy with FDA approved products for pregnant mares;
  - Vaccination with FDA approved products for pregnant mares for "equine rhinopneumonitis" (equine herpes virus type 1) at three, five, seven, and nine months of pregnancy;
  - Mare Owner should have their mare checked for pregnancy at approximately 15 days after ovulation. This allows for time to handle any issues around possible twin embryos as well as gives the mare owner and P.F. time to prepare for the next breeding cycle if the mare did not settle. It is agreed that mare bred shall be checked for pregnancy by a licensed veterinarian approximately 45 days after the last date of insemination. Failure to accurately report status of mare in question in a prompt manner could render the live foal guarantee null and void.
- **A Breeder's Certificate will be issued to the Mare Owner after being notified that the foal was born safely and has met the criteria for "live foal"**

This contract cannot be assigned or transferred by the Mare Owner. There shall be no right of return to the stallion if mare is sold or otherwise changes ownership.

If the mare fails to settle for any reason, the Mare Owner will hold the Breeder blameless.

Should the Stallion die or become infertile prior to the end of the 2010 breeding season, frozen semen will be made available to the mare owner to complete this breeding contract.

This contract is non-transferable without prior written approval from the Breeder.

Breeding season commences March 15, 2010 and ends August 2010, although you can request semen earlier or later and if we can accommodate you , we will.

Mare owner understands that the Stallion will be competing and may be away from the farm during show season. It is the Purchasers responsibility to contact P.F. for dates the Stallion will not be available due to show schedule.

This contract is entered into the State of Arkansas, County of Benton, and will be interpreted and enforced under the laws of this state. If any clause in the contract is against AR state law, then that clause shall be null and void. All other terms and conditions will remain in effect.

Should P.F. for any reason, need to employ either a collection agency or legal services to assist in collections, Mare Owner will be responsible for these fees in addition to any expenses be billed.

Should it take more than one breeding season to accomplish the breeding goal with a pregnancy and live foal, all conditions of the 2010 contract will "roll over" to the contract of the following year, such as current fees for collections and shipments. However, if the mare owner does not responsibly pursue an attempt to get a mare in foal to Frederik oud von Stedma Nazario to complete the breeding contract, this could jeopardize the breeding being made available for the next breeding year.

### CONTRACT SIGNATURES

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**BREEDER / STALLION OWNER**

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**DATE**

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**MARE OWNER**

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**DATE**

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**MARE OWNERS ADDRESS: HOUSE NUMBER AND STREET**

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**CITY**

**STATE**

**ZIP**

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**HOME PHONE**

**WORK PHONE**

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**PAGER**

**CELL**

**FAX**

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**EMAIL**

**RANCH NAME**

