



LAUREL BLUFF FARM, INC.
 1116 LAUREL BLUFF ROAD
 KINGSTON, TN 37763
 865.216.3362

2011 STALLION SERVICE CONTRACT MERTS PRETTY RUGGED

This Contract made by and between Laurel Bluff Farm, Inc (the "Farm") and _____ ("Purchaser") for breeding of the mare _____ (the "Mare") to the stallion **Merts Pretty Rugged** for the 2011 breeding season (the "2011 Season" being February 1 through July 31, 2011), subject to the following terms and conditions:

1. **Stallion Service Fee:** Purchaser agrees to pay the Farm a non-refundable Stallion Service Fee of \$500.00, which is due upon execution of this Stallion Service Contract (the "Contract"). **The Stallion Service Fee must be paid before semen will be collected or shipped.**

2. **Producer/Performer from Show Home.** If the Purchaser provides, at time of execution of Contract, official association records that the Mare

- a. has herself earned money or points in, or produced money- or point-earners in, performance events with the any of the following associations: AQHA, NRHA, NCHA, NRCHA, PHBA, APHA, FEI, USEF, or USDF, and
- b. Is owned by an individual who owns a horse or horses that competed in at least 3 different shows approved by the above associations in 2010 or 2011, then

2011 Stallion Service Fee <input type="checkbox"/> Waived <input type="checkbox"/> Not Waived
Kathy Eyman
Date

the Stallion Service Fee shall be waived for the 2011 Season. Collection Fees will still apply.

3. **Shipped Semen:** The following terms apply if semen is to be shipped to the Purchaser:

- a. Semen is subject to availability. All mares on Farm premises shall be services first. Purchaser shall be entitled to no more than two shipments per estrus cycle and no more than three cycles per breeding season.
- b. The Purchaser shall contact the Collection Facility and establish a billing account. This account must be established before semen will be collected or shipped:

Countryside Veterinary Services
 2930 Little Dug Gap Road
 Louisville, TN 3777-3614
 (865) 983-3155

- c. A \$350.00 Equitainer deposit (the "Deposit") is required if the Collection Facility is required to ship semen to the Purchaser. Deposit will be refunded upon return of the Equitainer. Purchaser must return shipping container the next business day after receipt and use of semen. Container will be shipped via Federal Express or UPS, 2nd Day Air. It is recommended that Purchaser insure

the container for \$ 300.00. Purchaser will be charged a late fee per day. The Collection Facility will invoice Purchaser for the late fees due and owing. All invoices for late fees are **due upon receipt**. Shipping container must be returned to the Collection Facility clean and undamaged. Purchaser will be charged a replacement cost for missing coolant cans, ballast bags, or damaged containers.

- d. Semen shall be shipped by Federal Express to:

Phone: _____

- e. A \$ 200.00 Collection Fee¹ will be collected directly by the Collection Facility for each collection and shipment. Standard shipment is by Federal Express. Counter-to-Counter shipment from TYS will incur an additional \$100 per shipment.
- f. Collection days are Monday, Wednesday, Friday, and Saturday. Saturday shipments are only made by Counter-to-Counter. Shipments will not be made on Sunday.
- g. **The Stallion Service Fee, Deposit, and Collection Fee must be paid before semen will be collected or shipped.**
- h. **Notifications:** Purchaser agrees to notify the Farm when the Mare comes into heat. Purchaser shall provide the Farm with **notification by 7 a.m. Eastern the day prior to the needed collection** of semen. Additional information as to progress of Mare's follicle is appreciated.
- i. Neither the Farm nor the Collection Facility, nor their employees or agents are liable for delays in delivery, semen that is lost in shipment, or mishandled in any manner after it leaves the Collection Facility.

4. **Conditions:** The Farm will provide Stallion Services to approved Mares that are healthy and in sound breeding condition, as determined by a veterinarian acceptable to the Purchaser.

- a. Purchaser agrees that the Mare has a clean culture and cytology at time of breeding.
- b. A photocopy of both sides of the mare's registration papers shall be provided at time of execution of this Contract.
- c. The Farm reserves the right to refuse any Mare that is not in proper condition, that does not have proper fees, records, registration documents, or for any reason whatsoever.
- d. Purchaser shall provide notification before 20 days after shipment as to whether the Mare is in foal. Purchaser shall provide similar notification at 60 days.

¹ Collection Fee includes the cost for collection, packaging, shipping, and evaluation.

- e. Purchaser shall vaccinate against rhinopneumonitis during months 5, 7, and 9, and shall remove the Mare from fescue hay or grass for the last 90 days of pregnancy.
- f. Purchaser shall return all insemination certificates within 30 days of insemination. Failure to comply could inhibit registration of foal.

5. **Return of Service:** Purchaser is entitled to a return of service for the Mare for the 2012 Breeding Season, not a refund, in the following circumstances:

- a. Mare does not settle during the 2011 breeding season;
- b. Mare is confirmed in foal, but does not produce a live foal; or
- c. Mare produces a live foal that is unable to stand-alone and nurse.

Return of Service shall be the sole remedy available to the Purchaser for any claim under this Contract.

This Contract contains a "Live Foal Guarantee." A live foal is a new born foal that is able to stand and nurse without assistance. In the case that a live foal is not produced, return of service privilege shall apply, but only if a veterinarian's statement is received by the Farm within seven calendar days of foaling or of finding the mare to be open. This Live Foal Guarantee is contingent upon strict compliance with the conditions of paragraph 5, and is not transferrable and not assignable. Should the mare be sold or otherwise disposed of prior to birth of foal, the live foal guarantee shall be void.

In the event of a return of service, the then current Collection Fee and Counter-to-Counter fees shall apply for each collection and shipment.

6. **Refund of Fees:** Purchaser shall be entitled to a refund of the Stallion Service Fee **only** if the Stallion dies or becomes unfit for service during the 2010 breeding season.

7. **Breeders Certificate** will be issued, after payment in full of all fees to the Farm and the Collection Facility, when the Farm has been notified that a live foal has been produced.

8. This Contract shall be governed by and interpreted under the laws of the state of Tennessee, without regard to choice of law provisions. Any action concerning this Contract shall be brought in a court of competent jurisdiction in Roane County, Tennessee, within two years of the date of execution of this Contract. Should any provision of this Contract be held to be invalid, unenforceable or void, the remaining provisions shall continue in full force and effect.

This Stallion Service Contract is only valid when accepted and signed by Laurel Bluff Farm, Inc.

By:	_____	Signature	_____
	Kathy Eyman	Purchaser	_____
For:	Laurel Bluff Farm, Inc.		(please print)
Phone:	865-216-3362	Address:	_____
E-mail	kathy@laurelblufffarm.com		_____
		Phone:	_____
		E-mail	_____