

BELLWETHER IRISH DRAUGHTS 2008 STALLION SERVICE AGREEMENT

This Agreement entered into this _____ day of _____, 2008, by and between BELLWETHER FARM, hereinafter referred to as "Stallion Owner", and

_____,
hereinafter referred to as "Mare Owner".

Whereas the Mare Owner owns or leases the mare described below:

Name:

Registry and registration number:

hereinafter referred to as the Mare, and wishes to breed her during the 2008 breeding season to:

FOXGLEN HIMSELF R.I.D., hereinafter referred to as the Stallion;

Mare Owner and Stallion Owner agree the following:

IT SHALL BE THE RESPONSIBILITY OF THE **STALLION OWNER** TO:

1. Warrant that the Stallion is fit for breeding purposes, has been DNA-typed, that said DNA is on file with the IDHS(NA), and that all offspring of the stallion are fully eligible for recordation with the IDHS(NA). There are no other warranties express or implied including implied warranties of merchantability or fitness for a particular purpose.
2. Guarantee live semen to leave collection center for Bellwether Farm, and to deliver live semen that is in a viable condition at time of delivery barring shipping delays out of Stallion Owner's control. Delivery is guaranteed two times per estrus cycle if needed, provided semen is ordered no later than 8 a.m. CST on the day of anticipated shipping, and laboratory and shipping fees for that cycle are paid in advance. Stallion Owner will collect and ship any day of the week provided Stallion is not at a competition. Stallion Owner is not responsible for delays, cancellations, and loss or damage to shipping containers after they leave Stallion Owner's control.
3. Guarantee availability of the Stallion for collection for the 2008 breeding season from April 1, 2008 to August 1, 2008 unless Mare Owner has been notified in advance that the Stallion will be away at a competition. All breeding will stop on August 1, 2008 unless prior arrangements have been made.
4. Notify Mare Owner by phone or email of dates on which the Stallion will be competing away from the farm during the breeding season and therefore will be unavailable for collection.
5. Issue copies of the covering certificate to Mare Owner and the IDHS(NA) when

all of the requirements of this contract have been met. *It is the policy of the IDHS(NA) to require a valid covering certificate as part of the registration process. No covering certificate will be issued under this Agreement until all fees are paid in full.*

6. Guarantee that this breeding will result in a live foal that stands and nurses without assistance for 72 hours. Provided the Mare Owner has met the terms of this Agreement and the contracted breeding does NOT result in a live foal, Mare Owner

shall be entitled to ONE of the following remedies:

- a. Mare Owner may breed the Mare for one additional breeding season at no charge other than collection and shipping fees; or,
- b. Mare Owner may substitute another mare with approval from the Stallion Owner; or,
- c. Mare Owner may receive a refund of the Breeding Fee only.

FEES: Mare Owner agrees to pay Bellwether Farm the Booking Fee of \$100 upon acceptance of this Agreement. Mare Owner understands that the Booking Fee is not refundable.

Mare owner will pay a fee of \$175 per cycle to cover laboratory costs for that cycle. Shipping is done by UPS or Federal Express and depends on the delivery location. Air shipment is \$150 (domestic) and the container rental is \$25. Total collection fees are \$350.00. This payment must be processed prior to shipment of any semen. Please make checks payable to TUDOR OAKS FARM (401 W. Cuba Road, Barrington Hills, Illinois 60010).

Mare owner agrees to pay the Breeding Fee of \$1,500 when the mare is confirmed in foal for 30 days.

IT SHALL BE THE RESPONSIBILITY OF THE **MARE OWNER** TO:

1. Have the Mare examined by a veterinarian experienced in the field of equine reproduction prior to the transport of any semen. This examination shall occur within 45 days prior to the anticipated first breeding date and will include a uterine biopsy OR a uterine cytology to demonstrate that the Mare is in sound breeding condition. A culture shall be performed, if medically indicated by cytology or biopsy results, to demonstrate that the Mare is free from any infection. Mares being bred on foal heat are exempt from the above biopsy/cytology/culture requirement; however, should the Mare fail to conceive on the foal heat breeding, the above requirements shall apply.
2. Have the Mare fully vaccinated and de-wormed within 30 days prior to the initial shipment of semen to the Mare Owner.
3. Provide Stallion Owner with veterinary records of the above examinations/treatments, Mare's prior breeding history, and/or Mare's entire health record for the previous 12 months, if requested. In the event Stallion Owner requests any or all of the above information and Mare Owner is unable to provide the requested information, *dated prior to the first shipment of semen*, this Agreement shall be null and void and Mare Owner shall forfeit all fees paid.
4. Have the Mare vaccinated against Equine Herpes Virus Type 1

(Rhinopneumonitis) at a minimum of 2 month intervals throughout the Mare's pregnancy beginning in the 5th month of pregnancy.

5. Notify Stallion Owner if contracted breeding will be used for embryo transfer, GIFT, or other advanced assisted reproductive procedures. Written authorization will be required prior to shipping semen for such procedures.

6. Have Mare Owner's veterinarian notify Stallion Owner of any early pregnancy loss, abortion, stillbirth, or newborn foal death covered by the terms of this Agreement within 10 days of such death, loss, abortion, or time it otherwise becomes known to Mare Owner or Mare Owner's veterinarian that the Mare is no longer pregnant. Veterinarian's Certificate shall state that the Mare did not produce a live foal as defined in this Agreement and that the Mare was maintained in a healthy condition while carrying the foal. The certificate shall include the veterinarian's verification that the appropriate Rhinopneumonitis vaccinations were administered at a maximum of 2 month intervals beginning no later than the 5th month of gestation. In the event the Mare Owner's veterinarian deems that the Mare is unfit for re-breeding, a substitute mare may be allowed at the sole discretion of the Stallion Owner.

HEALTH OF STALLION

Should Stallion Owner determine that the Stallion is not in a fit condition to breed, or in the event the Stallion is sold or should die, Stallion Owner shall notify Mare Owner of such condition. In such circumstances, Mare Owner shall have the opportunity to continue breeding to the original Stallion via frozen semen, if available, or to another stallion owned by Bellwether Farm. If no frozen semen or alternative stallion is available, Mare Owner will receive a refund of the Booking and Breeding Fees only.

LIABILITY

Mare Owner and Stallion Owner assume all risk of loss or damage to their respective animals and acknowledge that risk of such loss should be covered by appropriate insurance.

CORRESPONDENCE METHODS:

1. Mare Owner agrees that all correspondence or notifications that arise under this Agreement shall be forwarded to the Mare Owner at the address listed below and that any direct communications shall be considered having been made if Stallion Owner attempts to contact Mare Owner at all of the phone numbers or email addresses listed below.

2. Stallion Owner agrees that all correspondence or notifications that arise under this Agreement shall be forwarded to the Stallion Owner at the address below and that any direct communications

3. Shall be considered having been made if Mare Owner attempts to contact Stallion Owner at all of the phone numbers and email addresses listed below.

MARE OWNER CONTACT INFORMATION:

Name: _____

Email:

Home Phone:

Work Phone:

Cell Phone:

Mailing Address:

STALLION OWNER CONTACT INFORMATION:

Farm Name: Bellwether Irish Draughts

Email: susan@bellwetheririshdraughts.com

Phone: 847-754-7223

Mailing Address: 105 Brinker Road, Barrington, IL 60010

SEMEN ORDERING INSTRUCTIONS AND INFORMATION:

1. Mare Owner should contact Stallion Owner prior to shipment of any semen to provide contact information for the Mare Owner's veterinarian and to specify the location to which semen will be delivered.
2. Mare Owner should send a check for \$350 collection fee prior to the first shipment of semen. Please make check payable to TUDOR OAKS FARM and mail to 401 W. Cuba Road, Barrington Hills, Illinois 60010. This payment covers lab costs and delivery of semen. If another shipment is needed, another payment of \$350 plus will be required before more semen is shipped.
3. Mare Owner's veterinarian should notify Stallion Owner when Mare is entering estrus.
4. Mare Owner's veterinarian should notify Stallion Owner no later than 10 a.m. CST on the day collection and shipment is desired.

DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Should any disputes arise with respect to this Agreement, the prevailing party in the dispute shall be entitled to their costs incurred and reasonable attorney's fees to be determined by a court in Cook County, IL.

IN WITNESS WHEREOF, the parties hereto have executed duplicate originals of this

Stallion Service Agreement on the day and year below written.

Mare owner signature:

Date:

Stallion owner signature: _____

Date:
