



353 Fairview Road
Coatesville, PA 19320

STALLION SERVICE CONTRACT FOR TRANSPORTED SEMEN

Subject to the following terms and conditions, I the undersigned (hereafter "Mare Owner"),

Name: _____

Address: _____

Phone: _____ Email: _____

Hereby agree to and confirm my reservation to breed the mare named _____,

Age: _____ Breed: _____ Registration No.: _____

to the stallion named:

<u>Stallion</u>	<u>Booking Fee due w/contract (non-refundable)</u>	<u>Stallion Fee</u>	<u>Collection Fee Weekday/Weekend</u>
Charlie	\$200	\$2,000	\$155/\$225

IN CONSIDERATION thereof, the Mare Owner agrees as follows:

Mare Owner agrees to pay the stud fee as noted above, plus the booking and collection fees, and deposit in full and in advance for semen shipping. Mare Owner understands and agrees he/she must return one executed copy of this agreement. The Mare Owner's breeding rights under this contract are non-assignable and non-transferable without the express written consent of El Brio Vanner, LLC (EBV). If an embryo transfer is performed and multiple embryos are retrieved and survive, the following terms must be met to receive a breeder's certificate on additional foals: Fifty percent (50%) of additional embryo's stallion fee will be due when the recipient mare is forty-five (45) days in foal. Balance is due upon birth of a live foal. If a live foal is not achieved, the payment made at 45 days will be refunded. A veterinarian must certify proof of death. If a live foal is produced, the final half of the stallion fee will be payable to receive a breeders certificate on said foal. If mare owner chooses not to register the foal, the 50% deposit will not be refunded.

MARES BRED BY TRANSPORTED/COOLED SEMEN

EBV assumes responsibility to deliver live semen in viable condition at the time of delivery to the designated shipping address provided to EBV by Mare Owner. This semen must be administered by a licensed veterinarian or by a breeding technician on the date of delivery. The failure of Mare Owner to use a licensed veterinarian or breeding technician shall constitute a material breach of this agreement and any rebreeding rights, as provided for herein, are waived.

Mare owner agrees that the veterinarian who is to perform the insemination must personally contact EBV by telephone before semen will be shipped. Direct contact between the inseminating veterinarian and EBV is an essential term of this agreement. Mare Owner understands that the mare must be examined by a licensed veterinarian between 40 and 50 days after the last day bred and notify EBV in writing of her pregnancy status. A breeding certificate will be issued after the conclusion of this breeding season.

LIVE FOAL GUARANTEE

This contract is a "Live Foal" contract. "Live Foal" means a newborn foal, which stands and nurses without assistance or is handfed for a period of 72 hours. EBV agrees that should the mare not deliver a live foal as defined herein, the Mare Owner shall have the right to rebreed the same mare, or an approved substitute, the same season (on the condition booking is not closed) or following breeding season (March 15 – September 1) at the option of Mare Owner. In such cases, the booking fee of the stallion used will apply for the subsequent breeding season. A second mare may be substituted only upon approval of EBV. The Mare Owner may not substitute a different stallion unless agreed upon by EBV and upon payment of an additional stud fee at current EBV rates; said stud fee may be discounted at the sole discretion of EBV.

The right to rebreed shall only apply where death of the foal is related to the birthing process, including aborted foals and/or cases where the mare reabsorbs the pregnancy; and the right to rebreed shall not apply due negligent and/or intentional acts of third parties or acts of God. If the designated stallion is not standing at stud at the time agreed for rebreeding for any reason, including but not limited to death, illness, lease or sale and frozen semen is not available, EBV has the sole discretion to substitute another stallion's semen.

WRITTEN NOTIFICATION REQUIRED

Mare Owner understands and agrees the right to rebreed shall only apply if EBV is notified by certified mail within 3 working days of the foal's death. A statement of details by a licensed veterinarian must follow within 10 days. This clause is also binding in case of abortion. If the mare reabsorbs her pregnancy, EBV requires written verification from a veterinarian.

RELEASE OF LIABILITY

Mare Owner guarantees the health and fitness of the mare and/or mare substitute for breeding. As such, Mare Owners understands and agrees he/she assumes all responsibility for the health and condition of the mare and/or mare substitute and shall assume all risks associated with breeding the mare, including but not limited to injury and/or death to the mare whether caused by disease, injury, infection or otherwise, and as such, hereby releases EBV, its employees, agents, affiliates, and/or partners for any claim arising out of or related to the illness, death and/or injury to the mare.

FORFEITURE OF FEES

Failure to meet any of the above-mentioned terms will constitute a material breach of this contract and absolve EBV of any obligation of performance as agreed upon herein. In the event of a material breach by Mare Owner, any and all fees paid to EBV shall be forfeited and non-refundable and EBV shall have no further obligation with respect to breeding the mare and/or an approved mare substitute.

FEES, COLLECTION AND SHIPPING PROCEDURES

The deposit of \$400.00 USD is required prior to breeding your mare. This deposit covers the costs of semen collection, evaluation, processing and packaging of shipment, the shipping container, shipping documentation and arrangements, consultation with the receiving veterinarian as requested, airfreight or Federal Express shipping charges, and any courier transport of the shipment to the airport.

The deposit must be received by EBV prior to ordering semen. The unused balance will be returned to the Mare Owner after the breeding season. Fees, as scheduled, will continue to be charged against the deposit until 1) EBV is informed that the mare has conceived; or 2) that the mare is open and that Mare Owner wishes to wait until the following breeding season to rebreed the same mare, or approved mare substitute (additional booking fee may apply.) Mare Owner must return the completed Veterinary Certificate of Insemination and Pregnancy Examination to EBV, upon receipt of which any unused deposit shall be refunded to Mare Owner.

ADDITIONAL COSTS MAY APPLY

In the case of multiple shipments of semen, should costs exceed the deposit on account, Mare Owner shall be billed for the same and pay the additional charges within thirty (30) days of receipt of the bill. A late charge will be imposed on any unpaid balance due and owing at the rate of eighteen (18%) per annum. It is understood and agreed that if, for any reason, such bills are not paid in a timely fashion, the right to rebreed as provided for under the live foal guarantee shall be waived and further that EBV shall be entitled to reasonable attorney's fees and costs for collections.

If collection and shipping costs exceed the deposit, a further deposit will be required before more semen will be shipped. The initial collection and shipping are included in the breeding fee; Mare Owner agrees to pay an additional collection fee as noted above per collection plus shipping thereafter.

ORDERING SEMEN

Mare owner understands that at least 24 hours advance notice must be given to EBV no later than 4 P.M. (Eastern Standard Time) for semen collection and shipment (this means 48 hours prior to the time Mare Owner will be able to inseminate the mare.) Notice must be received and may be faxed on the day PRECEDING the requested semen SHIPMENT. (For example: For a Wednesday breeding, notify by Monday morning for collection Tuesday morning). Messages left on machines or email messages are NOT acceptable for ordering semen. It is the sole responsibility of the Mare Owner to inform his/her veterinarian of this time deadline so he/she can schedule examinations accordingly.

Equitainers must be returned within two days of receiving them. This is extremely important to insure an adequate supply of shipping containers. Containers must be returned before semen will be shipped on a subsequent heat cycle. United Parcel Service 2nd day air or FedEx 2nd day, is required for the return of the containers. Containers returned U. S. Postal Service will be charged \$50.00. Approximate transportation costs are: Federal Express: \$45.00 or more, depending on day and services selected; Courier Service to airport and/or facility: \$100.00 or more, depending upon destination. High quality disposable containers are available at the option of the Mare Owner upon request. They do not need to be returned and cost less to ship. Shipping prices will depend on destination.

MISCELLANEOUS PROVISIONS

1. Mare Owner is responsible for having a veterinarian perform a breeding soundness examination on the mare. Mares having a poor reproductive history and/or mares over 15 years of age may require a uterine biopsy at EBV's discretion, and at Mare Owner's expense, either as a basis for accepting this contract or to evaluate a mare mid-contract which is failing to conceive and/or maintain a pregnancy.
2. As set forth above, Mare Owner is responsible for having a pregnancy examination performed on the mare by a licensed veterinarian between 40 and 50 days after the last day bred and forward the results to EBV.
3. Recognizing that not all Breed Registries recognize the use of cooled semen, or embryo transfer, for the purpose of registering resulting offspring, it is Mare Owner's responsibility to inquire with whatever Registry(s) may be utilized in registering any foal or foals resulting from the execution of this contract as to the recognition of these procedures. EBV may provide, to the best of its knowledge, information regarding individual Registry rules, but it is not a final authority in those rules, and cannot be held responsible for knowledge of those rules, any changes therein, or for the ultimate ability to register any foal resulting from the execution of this contract.
4. In no case shall semen be shipped or said mare bred prior to acceptance of a properly completed and signed contract by EBV, including payment by Mare Owner of required stud fee, booking fee and shipping deposits. A returned check charge of \$20.00 will be applied. It is Mare Owner's responsibility to timely deliver all documents relevant to this contract to EBV and EBV will not be responsible for any failure or delay in delivery for any reason. In addition, EBV and its veterinarian will not be responsible for any delays or failures in semen delivery outside of their immediate control.
5. This contract shall be binding upon Mare Owner's heirs and assigns.
6. Mare Owner agrees any dispute arising under this agreement, or in connection with the services provided hereunder, shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. It is expressly understood that Mare Owner's agreement to this Arbitration provision is voluntary and that he agreed to binding Arbitration Mare Owner is giving up any rights it may possess to have the dispute litigated in a court of law including any appeal of the matter.
7. For any legal action, including but not limited to arbitration of the matter, arising out of or related to this agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, and other related costs and expenses, including but not limited to costs of arbitration.

8. This agreement has been entered into in the County of Chester and jurisdiction of any legal action shall be in the County of Chester and the laws of the State of Pennsylvania shall apply.

Agreed and Accepted:

Mare Owner's Signature

date

Stallion Manager's Signature
(El Brio Vanner, LLC)

date

CONTACT INFORMATION:

El Brio Vanner, LLC; Telephone, 610.324.3307; Facsimile, 610.383.9650,
email, Elbriovanner@comcast.net

Business Address: P.O. Box 205; Exton, PA 19341

Shipping Address: 353 Fairview Road; Coatesville, PA 19320

PAYMENT INFORMATION:

Checks are made payable to: El Brio Vanner, LLC

Amount paid: \$ _____ Check #: _____ Date: _____

Please complete and return with a copy of your mare's papers so we can process your breeding certificate.

This form and other information may be faxed to 610.383.9650.

Alternate contact information:

Name: _____

Mare: _____ Reg.#: _____ Date of Birth: _____

Markings: _____

Color: _____ Breed: _____ Mare's Sire: _____

Dam: _____ Dam's Sire: _____ Maiden/Barren/In Foal –
circle one
Due Date: _____

A signed copy of this contract will be mailed to the mare owner

Name and address where semen is to be shipped:

Recipient's Name: _____

Address: _____

Telephone: _____ Fax: _____

In case of an emergency same day shipping request, what is the nearest airport for courier airline shipment?

Please have your veterinarian call before semen is shipped the first time. Explain to your veterinarian that the stallions are collected in the morning and that notification is needed by 4:00 P.M. (East Coast Time) via phone or fax the night before the semen is shipped. Fax communication is preferred but we are always able to answer your calls.