

# ZONDERVAN FARM

8000 FM 150 West, Kyle, TX 78640 ~ (512)268-3990 Cell Phone (512)626-4617

## STALLION SERVICE CONTRACT

This contract made by and between Zondervan Farm ("Farm") and  
\_\_\_\_\_ (Purchaser)

for breeding of the Mare named: \_\_\_\_\_

Registration no: \_\_\_\_\_

to the NA/WPN Licensed Stallion named: Thatcher, Registration No. 00.210114 (Stallion)  
for the 2007 Breeding Season ("Present Breeding Season"); subject to the following terms  
and conditions:

1. PURCHASER WOULD LIKE TO USE: Fresh \_\_\_\_\_ Fresh Chilled Shipped  
Semen \_\_\_\_\_

2. THE MARE: The mare to be so bred is (breed): \_\_\_\_\_

Color \_\_\_\_\_ year foaled \_\_\_\_\_

Sired by: \_\_\_\_\_ Out of the dam: \_\_\_\_\_

Maiden \_\_\_\_\_ Barren \_\_\_\_\_ Foaling \_\_\_\_\_ Foaling Date \_\_\_\_\_

Purchaser's Licensed Veterinarian \_\_\_\_\_

Phone No \_\_\_\_\_

Address \_\_\_\_\_

The Purchaser may not substitute another mare for breeding without prior written consent of  
the Farm. Embryo Transplants are also prohibited without written permission of the Farm  
and unless purchaser signs embryo transfer agreement.

3. FEES: Purchaser agrees to pay the Farm the following fees:

a. A non-refundable Booking Fee of \$250 is due at the signing of this contract. This fee is  
deductible from the Stallion Service Fee.

b. A non-refundable Stallion Service Fee of \$1,500 (plus Texas Sales Tax, if  
applicable) is payable before Mare is bred or semen is shipped.

c. A non-refundable Collection and Handling Fee of \$100 per shipment will be payable  
in advance to Zondervan Farm or its designee for each shipment of fresh chilled semen.

d. All Airline shipments or FedEx shipping charges are the responsibility of the  
Purchaser and will be charged at actual cost.

(For shipped semen only:) Purchaser must provide Zondervan Farm with a deposit of \$500  
for the collection, handling and shipping fees listed above. An accounting will be made of  
such charges and any unused balance will be refunded to Purchaser at the end of the  
breeding season. Container must be returned clean and undamaged. If ballast bags, coolant  
cans or containers are missing or damaged, purchaser will be charged for replacement.  
Returning the Container: After receipt and use of the semen, shipping container must be  
shipped back to Zondervan Farm or collection facility within 2 days via UPS or Federal  
Express 2nd Day Air. There will be a late container fee of \$20.00 per day.

We recommend that you insure the container for \$ 200.

**ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE SHIPPED OR  
MARE IS BRED.**

4. RESERVATIONS FOR SEMEN: The Farm's receipt of the above Thatcher's Service Fee confirms the Mare's reservation to breed to the Stallion for the Present Breeding Season, which shall extend from time of receipt until a successful breeding and delivery of a Live Foal (Live Foal Guarantee) or three years from date of this agreement.

Purchaser shall notify Zondervan Farm at least 2 weeks prior to the period in which it intends to breed the mare of the time and place of delivery of the Semen. All Fresh Chilled Semen orders must be received by 5 p.m. P.S.T. the day before the requested collection date. Late orders will be filled if possible. All orders for semen shipments shall be filled as received, subject to availability of the Stallion. If there is insufficient semen to fill all orders of a given day, the Farm veterinarian will determine which orders will be honored.

Purchaser understands that the Stallion may be competing away from the farm during the breeding season and will not always be available for collection. It is the Purchaser's responsibility to contact the farm for dates the stallions will not be available for collection due to the show schedule.

5. CONDITIONS: Purchaser agrees to deliver to Farm upon execution and delivery of this contract or prior to breeding or shipment of semen, a veterinary certificate and current uterine culture certifying that the Mare is in sound breeding condition and free of infection. In some cases the form may also require a uterine biopsy and/or Progesterone assay. In all cases, the veterinarian must certify that the Mare's immunizations for equine rhinopneumonitis (equine herpes type 1) have been kept current.

6. RETURN OF SERVICE: Purchaser shall not be entitled to any refund of fees paid hereunder except as set forth in 7 below. However, the Mare shall have the right of return to the Stallion's service in the following breeding season and in the third breeding season only in the following circumstances:

- a. The Live Semen delivered pursuant to this Contract is administered to the Mare by a licensed veterinarian in a timely manner; and
- b. The Purchaser notifies the Farm no later than fifty- five (55) days after the last day the Mare is bred that the Mare has been examined by a licensed veterinarian and certifies that the Mare is pregnant and that the Mare's NA/WPN Breeding Certificate has been signed and returned to the Farm; or
- c. If, no later than fifty- five (55) days after the last day the Mare is bred, Purchaser notifies the Farm that the Mare has been examined by a licensed veterinarian and certifies that the Mare did not settle during the Present Breeding Season and submits a veterinarian's certificate to that effect.

The Purchaser recognizes the Farm's right to require a negative intrauterine culture certificate prior to the Mare's return to service. If the Mare is examined in foal but becomes barren during gestation, she is eligible for return if the Farm receives a veterinary certificate of barrenness within five (5) days of the examination.

If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, a veterinary certificate must be provided within five (5) days from the date of death. In all cases, the required veterinary certificate shall affirm that the Mare had been immunized for equine rhinopneumonitis (equine herpes type 1) during pregnancy and the date of such vaccination. Where appropriate, the certificate shall also confirm that the Mare was properly cared for during gestation and was attended at foaling. The Farm's timely receipt of the required veterinary certificates is a condition precedent to any right of return. If the Purchaser's mare becomes unfit for breeding or otherwise unbreedable,

Purchaser may substitute another mare. Purchaser must request this change in writing. All rights of return to the Stallion are subject to prepayment of costs as set forth in 2 (c) above.

7. REFUND OF FEES: This contract shall be null and void and the Purchaser shall be entitled to a refund of any amount paid hereunder if the Stallion should die or become unfit for service prior to serving the Mare in the Present Breeding Season. The Purchaser shall not be entitled to any refund if the Stallion should die, or become unfit for service after semen has been shipped or in any subsequent breeding season. If Stallion is sold Purchaser's rights under this contract at Farm's discretion will be either satisfied by refund of fees or the transfer of such rights as obligations to the new Owner.

8. NON-ASSIGNMENT: This contract cannot be assigned or transferred by Purchaser. There shall be no right of return to the Stallion if the Mare is sold or otherwise changes ownership after having been served by the Stallion.

9. WARRANTY: The Farm is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. It is further agreed and understood that the Farm neither assumes nor bears any responsibility for the condition of the Mare, nor shall it bear any risk of loss or damage to the Mare whether by death, disease, injury, infection or otherwise, or by any cause whatsoever, and Purchaser shall save, defend and hold Farm free and harmless therefrom.

10. FOR MARES TO BE BRED AT Zondervan Farm ONLY:  
Purchaser agrees that all veterinary, farrier, foaling, and other fees are in addition to the Stallion Service Fee and Collection Fee, and that all such fees, together with board will be paid by Purchaser to Zondervan Farm promptly upon invoicing. No Mare will be removed from the Zondervan Farm unless all fees and costs are paid in full. The Purchaser hereby gives the Zondervan Farm permission to act as agent in an emergency situation if the Purchaser cannot be reached in a timely fashion. The Purchaser hereby releases Zondervan Farm from any responsibility or liability for any disease, injury or accident to the Mare or accompanying foal resulting from any negligence.

11. GOVERNING LAW: This contract shall be governed by the laws Texas and shall be binding upon the parties hereto and their personal representatives.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals.

Zondervan Farm: \_\_\_\_\_

Purchaser(Signature): \_\_\_\_\_

Purchaser(Please Print Name): \_\_\_\_\_

Address: \_\_\_\_\_

Phone # \_\_\_\_\_ Date: \_\_\_\_\_