

Circle C Farm Equine Facility Stallion Service Contract

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This certifies that \_\_\_\_\_ here referred to as Mare Owner, has engaged one service to the following stallion, \_\_\_\_\_ standing at Circle C Farm Equine Facility CCFEF herein referred to as ("Service Provider") subject to the following conditions. The breeding season for this contract will begin February 1 and close July 1, 20\_\_\_\_ for a fee of \$\_\_\_\_\_ plus collection and shipping. A photo static copy of registration papers (both sides) will be provided to the Service Provider prior to service.

The mare to be bred is: \_\_\_\_\_ Reg. No. \_\_\_\_\_ Breed: \_\_\_\_\_

Dam: \_\_\_\_\_ Sire: \_\_\_\_\_

A. Conditions: A non-refundable booking fee of \$500 is due at signing and acceptance of this contract. A nonrefundable balance of the stud fee in the amount of \$750 is payable prior to semen being shipped (if serviced by Transported Cool Shipped Semen). If the mare is brought to the CCFEF for service, the balance of the Stud fee is due when the mare is checked 23 days in foal or prior to departure; whichever is first.

a. Transported Cool Shipped Semen

- i. Prior to shipment, \$ 350 i(collection fee) due for shipments requesting Next Day Delivery within the United States
- ii. Counter to Counter shipping is not available.
- iii.All requests for transported cool shipped semen shall be filled as received, subject to availability of semen, and at the sole discretion of the Serve Provider. It is hereby understood that mares located at the Service Provider's be serviced first.
- iv. Semen is collected every other day on Monday, Wednesday and Friday and the mare owner/agent must contact the Service Provider by 8AM Central Time of the day semen is to be shipped. The mare

owner should contact the Service Provider prior to the mare needing service to obtain the days collections are performed.

b. Mares brought to Circle C Farm for Service

i. The Service Provider requires 48 hours advanced notice when the Mare Owner intends to remove the mare(s) from the Service Provider's facilities. Veterinary expenses may be direct billed to the Mare Owner by the attending veterinarian. The balance of any outstanding debt owed to The Service Provider or the attending veterinarians shall be paid in full prior to the mare departing.

ii. The Mare owner or representative will provide a veterinarian's health certificate; a current uterine culture, deworming records, current immunization records and coggins test upon mare's arrival. If these are not presented, the Service Provider shall have the attending veterinarian perform at the Mare Owner's expense. Any mare certified by the attending veterinarian not to be, in his/her opinion, in sound breeding condition shall not be bred. Mares not halter broken will not be accepted.

B. Waiver of liability: The Service Provider agrees to diligently try to settle the above named mare and shall have sole discretion of determining the best method of breeding such mare. If, however, the mare does not settle, the Service Provider shall be held harmless. Circle C Farm makes no representation or warranties of any kind with respect to any semen furnished hereunder except that it is the specified stallions. It is understood that the Stallion Owner(s) and/or Service Provider, it's owners; employees, veterinarians and guests shall not be liable for any injury, escape, disability, or death of any horse on its premises. Under Louisiana Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

C. Rebreds: Purchaser shall not be entitled to a refund of fees. The Service Provider shall be held harmless of any resulting foal's with genetic diseases (HYPP). All rights of return of service to the stallion are subject to the prepayment of costs listed in Item A. There is no paint color guarantee. It is understood that if the mare proves barren, aborts her foal or if the foal is stillborn, a return of service will be guaranteed the FOLLOWING YEAR ONLY, providing proper notification is given. Thereafter, the mare owner will be subject to an additional \$250 chute fee. Rhino vaccinations must be administered to the mare within intervals recommended by the drug manufacturer. Failure to do this will void the Live Foal Guarantee.

D. Live Foal Guarantee: Live foal means the foal shall stand and nurse. The Mare Owner agrees that the Stallion Owner and/or Service Provider does not make any guarantee as to the quality or conformation of the foal nor that the foal will be free of infirmity, confirmation defect, disease or inherited trait The Mare Owner verifies that such abortion or death did not result from any act or

omission of the Service Provider's subsequent to the manes departure from Circle C Farm Proper notification will be defined as follows:

a. If the mare is examined to be in foal but becomes barren during gestation and Circle C Farm. receives a veterinarian certificate of barrenness within seven days of examination.

b. If the mare produces a dead foal or a live nonviable foal that is unable to stand alone and nurse and subsequently dies, a veterinarian certificate must be provided to Circle C Farm within seven days from the date of death.

E. It is further agreed that should the above named stallion die, or become unfit for service this contract shall become null and void. In the event, the Mare Owner has paid the Stallion Service fees, the Mare Owner may breed the above named Mare to another stallion at the Service Provider's that is agreed to by both the Mare Owner and Service Provider. If the above named mare dies during the breeding season then the Mare Owner may substitute another mare that is agreed to by both the Mare Owner and Service Provider.

F. Governing Law: This contract shall be governed by the laws of the St Tammany Parish State of Louisiana and shall be binding upon the parties hereto and their personal representatives.

G. Embryo Transfer Donor Mares: The Mare Owner acknowledges that only one foal per paid stud fee shall be registered in the event the Mare is an Embryo Transfer Donor.

H. A Breeder's certificate will be issued to the Mare Owner after all expenses (as outlined in Item A.) have been paid in full (including veterinarian services) and upon notification of the birth of the foal.

I. When the above named Mare Owner signs and returns one copy of this contract to the Stallion Owner(s) or Service Provider, together with the booking fee, it shall be the complete and binding contract of both parties, subject to the above terms and conditions.

J. CCFEF guarantees that each live foal produced by Elvis White Diamond will carry at least one copy of the creme dilution gene. In cases of disputes, the mare owner must prove using a certified laboratory recognized by AQHA that both parentage verifies the foal is an offspring of Elvis White Diamond and determines that the resulting foal does not carry a copy of the creme gene. This is not a color guarantee but a creme dilution guarantee. Elvis White Diamond is confirmed to carry two copies of the creme gene confirmed by UC Davis.

L. This contract is not valid unless completed in full. When Mare Owner signs and returns the contract and booking fee to Breeder, Breeder will notify Mare owner with 10 days of approval. Upon notification, it will become a binding contract on both parties, subject to the above terms and conditions.

SHIPPING INFORMATION:

Ship To: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Bus.Phone: \_\_\_\_\_ Fax/Cell: \_\_\_\_\_

Owner/Agent: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Home \_\_\_\_\_ Phone: \_\_\_\_\_ WorkPhone: \_\_\_\_\_

MareOwner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Circle C Farm/Dana Galliano sig: \_\_\_\_\_ Date: \_\_\_\_\_

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Dana Galliano

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Website [www.elviswhitediamond.com](http://www.elviswhitediamond.com)

Service by transported Cooled Shipped Semen Agent: Circle C Farm

Attending Vet : Greene, Lewis and Associates

985-893-3839

Wet mares \$16/day and Dry mares \$14/day