



ON THE MARK
Grey Arabian Stallion AHR*0456988
SERVICE CONTRACT TRANSPORTED SEMEN

AGREEMENT made this ____ day of _____, 20__, by and between:

Quarry Hill Equestrian LLC, d/b/a Quarry Hill Farm
(hereinafter referred to as "Quarry Hill Farm")

Address: 345 Sharon Road
Lakeville, CT 06039-2112
E-Mail rps@quarryhillfarm.com
Tel. No. 860-435-4775
Fax No. 860-435-9208

and

(Hereinafter referred to as "Mare Owner")

Address: _____
E-Mail _____
Tel. No. _____
Fax No. _____

WHEREAS, Quarry Hill Farm owns the Arabian stallion **ON THE MARK**, AHR*0456988,
(hereinafter referred to as "Stallion"):

and

WHEREAS, Mare Owner owns the mare (hereinafter referred to as "Mare"):

Name: _____
Breed: _____
Reg. No.: _____
Date of Birth: _____

and

WHEREAS, Mare Owner desires to breed Mare to Stallion and Quarry Hill Farm desires to provide the services of Stallion.

NOW THEREFORE, the parties agree as follows:

- (1) Quarry Hill Farm sells and Mare Owner purchases a breeding of Mare and Stallion during the Quarry Hill Farm 2010 Breeding Season, which begins on March 1, 2010, and ends on July 31, 2010, subject to the terms and conditions of this contract.

- (2) In consideration for the services provided to Mare Owner pursuant to this contract, Mare Owner agrees to pay to Quarry Hill Farm the BREEDING FEE of \$ _____, consisting of the following:
- (a) a non-refundable booking fee in the amount of \$ _____, payable at the signing of this Agreement; and
 - (b) the balance of \$ _____ payable and collected in full prior to the first shipment of semen.
- (c) BREEDING FEE INCLUDES AHA SWEEPSTAKES BREEDING ENTRY ENROLLMENT OF FOAL ONCE MARE IS CHECKED IN FOAL AT 100 DAYS.**

Terms available upon request.

Make all checks payable to: Quarry Hill Equestrian LLC

- (3) In addition to the booking fee and stud fee set forth above, Mare Owner agrees to pay to Quarry Hill Farm all fees and deposits of semen collection, preparation, and shipment, as follows, all of which must be paid before the shipment of semen is needed by Mare Owner:
- (a) Collection, Preparation, Lab & Transportation Fees for Semen Shipments: A Lab Fee of \$300 for the first cycle will be due prior to semen shipment. Additional shipments thereafter will be \$300 per cycle. All overnight express shipping fees for the shipment of Equitainers will be charged to Mare Owner and due upon receipt. Fed-Ex shipments to Canada will be charged a flat fee of \$300. All shipments will be made in an Equitainer provided by Quarry Hill Farm. The parties agree that Quarry Hill Farm will charge an additional fee for Saturday delivery, counter-to-counter airline delivery, and/or courier service, in an amount to be determined in the sole discretion of Quarry Hill Farm.
 - (b) Equitainer® Liability: Mare Owner agrees to be responsible for the Equitainer in which the semen is shipped and for the return of the Equitainer to Quarry Hill Farm within 5 days of receiving it. Mare Owner agrees to pay a separate deposit in the amount of \$300 to ensure safe return of Equitainer. If the Equitainer is not returned to Quarry Hill Farm within 5 days from Mare Owner's receipt of the Equitainer, Mare owner agrees to pay a late fee of \$25 per day (which will be deducted from the Equitainer deposit) that the return shipment is late. If any part of the Equitainer is missing or the Equitainer is not returned within two weeks of semen shipment, Mare Owner will forfeit its entire deposit for the Equitainer.

All fees and deposits stated in this section of this contract are subject to reasonable change upon prior written notice.

- (4) All fees, deposits, costs and other monetary amounts set forth in this contract are payable solely in United States Dollars.
- (5) This contract is not transferable to another person and must be used for the breeding season specified in this contract. Mare Owner guarantees that semen provided by Quarry Hill Farm pursuant to this contract will be used only on the Mare named in this contract and any attempt to obtain a pregnancy with the transported semen in

any mare other than the Mare described in this contract will result in the forfeiture of all fees and deposits previously paid to Quarry Hill Farm.

- (6) The parties agree that all breeding will be performed using artificial insemination. Semen will be shipped in an Equitainer provided by Quarry Hill Farm via FedEx Priority Overnight after collection from Stallion and will arrive at Mare Owner's prearranged destination the following day (time may vary depending on location.) Mare Owner agrees that Quarry Hill Farm, its owners, its employees and its agents are not responsible for any delays or failures in semen delivery outside of their immediate control. Mare Owner accepts and assumes the risks of delayed or lost shipments.
- (7) Mare Owner will have the sole responsibility of determining the optimal breeding dates for Mare within the Breeding Season. Quarry Hill Farm will arrange to ship sufficient chilled semen for one breeding cycle to meet Mare Owner's breeding schedule provided at least 48 hours notice is given in advance of the requested shipping date. If 48 hours notice is not given, Quarry Hill Farm will try to meet the needs of Mare Owner, but will not be held responsible for failure to do so. Quarry Hill Farm reserves the right to charge an additional collection fee if proper notice is not given.
- (8) Mare Owner accepts sole responsibility for a successful pregnancy using transported semen pursuant to this contract. If Mare fails to conceive after breeding through 3 heat cycles, Mare Owner will have the reproductive status of Mare reevaluated and after consultation with Quarry Hill Farm; Mare Owner must elect one of the following options by written notice to Quarry Hill Farm:
 - (a) To continue breeding Mare pursuant to this contract;
 - (b) To select a substitute mare and continue breeding;
 - (c) To carry the breeding over to the next year; or
 - (d) To discontinue breeding pursuant to this contract.

If Mare Owner elects to carry the breeding over to the next year, an additional administrative and handling fee of \$500.00 shall be charged and Mare Owner agrees to pay such fee to Quarry Hill Farm at the time such decision is made; and Mare Owner also agrees to pay to Quarry Hill Farm all fees and deposits of semen collection, preparation, and shipment as Quarry Hill will establish for the next year's breeding season.

If Mare Owner elects to discontinue breeding, all fees and deposits previously paid will be forfeited by Mare Owner Client to Quarry Hill Farm. There will be no cash refunds and all re-breed rights will be forfeited.

- (9) Mare Owner agrees that insemination will be performed by a licensed veterinarian or technician familiar with the procedure. Mare Owner further agrees to keep Mare in good physical condition throughout her pregnancy, including vaccinating for Rhinoneumonitis at 5, 7 and 9 months of pregnancy, regular de-worming and all reasonable and customary veterinary care. If such health care practices are not performed, all re-breeding privileges and breeding fees paid will be forfeited. Upon request by Quarry Hill Farm, Mare Owner will produce written proof of having carried out such health care practices.

- (10) Mare Owner agrees that Mare must be examined by a veterinarian using ultra-sound scan at 16 to 20 days post-breeding. At this time if Mare is in foal, Mare Owner must alert Quarry Hill Farm of the status of Mare and schedule a second ultra-sound scan for 32 to 35 days post-breeding and a palpation between 50 to 55 days post-breeding. If Mare is not in foal, Mare Owner must contact Quarry Hill Farm immediately so that Quarry Hill Farm knows Mare will need an additional semen shipment. Mare Owner understands that it is essential to call the manager at Quarry Hill Farm at the beginning of Mare's heat cycle, so that the parties may coordinate their plans for semen collection and shipment.
- (11) Mare Owner fully understands, authorizes and assumes the special risks inherent in breeding horses and acknowledges that mortality and other insurance is solely Mare Owner's responsibility. All warranties whether express or implied, including without limitation warranties of merchantability and fitness for a particular purpose, and all special, incidental, and consequential damages are hereby excluded and disclaimed by Quarry Hill Farm to the fullest extent permitted by law. Quarry Hill Farm, its owners, agents or employees shall not be liable for any cause of action whatsoever arising out of or in any way connected with the breeding or provision of any other service to Mare or any foal. Mare Owner understands and agrees that Quarry Hill Farm, its owners, agents or employees shall not be liable for any special, incidental, or consequential damages arising from the transactions covered by this contract, including without limitation, any damages arising from the non-performance of obligations which Mare Owner may have undertaken to any third party in reliance upon promises and representations made in this Agreement. IN NO EVENT SHALL THE LIABILITY OF QUARRY HILL FARM, ITS OWNERS, AGENTS OR EMPLOYEES FOR ANY ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID BY MARE OWNER PURSUANT TO THIS AGREEMENT.
- (12) This contract contains the entire agreement between the parties with respect to its subject matter. All prior promises or understandings, oral or written, between the parties are void unless contained in this contract. The invalidity or unenforceability of any term or provision of this contract will not affect the validity or enforceability of the remainder. Modifications to this contract will only be valid if in writing and signed by both parties. The terms of this contract and all disputes arising hereunder will be enforced and construed in accordance with the laws of the State of Connecticut, and Mare Owner submits itself to the jurisdiction of the courts of such State. If a lawsuit is filed with respect to this contract, the prevailing party will be entitled to collect all reasonable attorney's fees and costs.
- (13) The person signing this contract on behalf of Mare Owner certifies that he or she is the Mare Owner or a duly authorized agent thereof, and as such, has the authority to enter into this contract. The person signing this contract on behalf of Mare Owner further certifies that he or she has read and understands this contract and agrees on behalf of Mare Owner to its terms and conditions and to pay all applicable fees.

Signed on the date first above written.

Mare Owner

Quarry Hill Equestrian LLC

By: _____

By: _____

Title:

Date:

Title: Owner

Date:

Amendment to Service Contract for Transported Semen

Stallion: **On the Mark** AHR*0456988

Live Foal Guarantee

A licensed veterinarian must administer the semen on the same day of delivery to qualify for a live foal guarantee. Should the mare abort or foal fail to stand and nurse, it is the responsibility of the client/mare owner to inform Quarry Hill Farm in writing, certified by a veterinarian, within ten days of the event. In either case, Quarry Hill Farm will rebreed the mare as soon as she is fit. A non-refundable rebreeding fee of \$500 USD will be charged. This fee must be paid prior to shipment of semen. The rebreeding is available only for the same mare or a substitute mare approved by Quarry Hill Farm. If the mare fails to produce a live foal on the rebreeding, Quarry Hill Farm shall retain the non-refundable booking fee and non-refundable rebreed fee as the transported semen fees, and give the Customer/mare owner credit for any portion of the stud fee paid in excess thereof, and the breeding contract shall be terminated.

Mare owner

Date

Quarry Hill Farm

Date