



QH SERENTGETI
Black Arabian Stallion AHR*654628
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. 860-435-2571
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 **QH SERENGETI, AHR*654628**,
(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 to Stallion during the Quarry Hill Farm 2020 Breeding Season, which begins on February 1, 2019, and ends on July 31, 2019, 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.

Terms available upon request.

Make all checks payable to: Quarry Hill Farm

(3) In addition to the booking fee and stud fee set forth above, Mare Owner agrees to pay to Stachowski 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 \$350 for the first cycle will be due prior to semen shipment. Additional shipments thereafter will be \$350 per cycle. All overnight express shipping fees for the shipment of Equitainers will be charged to Mare Owner and due upon receipt. FedEx shipments to Canada will be charged a flat fee of \$350. All shipments will be made in an Equitainer provided by Stachowski Farm. The parties agree that Stachowski 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 Stachowski 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 Stachowski 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 Stachowski 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 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 and Stachowski Farms, 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 and/or Stachowski 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

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