

Sweet Sunday Farm, LLC
115 Trail In The Pines Wilmington, NC 28409
phone: 910.313.0785 cell phone: 910-297-9436

Stallion Service Contract

This contract is made by and between Sweet Sunday Farm, LLC and _____ (Purchaser) for the breeding of the mare named: _____ Breed: _____ Registration #: _____ to the stallion named Corcovado (herein after referred to as "the stallion") for the year 2009 breeding season; subject to the following terms and conditions.

1. Fees: Purchaser agrees to pay Sweet Sunday Farm, LLC the following fees:
A non-refundable booking fee of \$400 is due at the signing of this contract.

A stallion Service Fee of \$800 is payable before the mare is bred or semen is shipped.

If mare is found not in foal by a licensed veterinarian after 45 days of the last breeding then Purchaser is entitled to a full refund of the Stallion Service Fee of \$800. Purchaser must provide Sweet Sunday Farm LLC with documentation from a licensed veterinarian stating said mare is not in foal no earlier than 45 days after the last breeding and no later than 150 days after the last breeding to receive a refund of the Stallion Service Fee. Should the mare be found not in foal but the Purchaser would like to continue to breed the mare, the booking fee shall remain valid for a period of 18 months.

The Collection Fee for fresh cooled semen shipped is \$150, plus a \$200 container deposit. The Stallion Service Fee includes **two collections and overnight shipping fees**, any subsequent shipments shall incur collection and shipping fees. The container deposit may be sent as a check that will be returned to the mare owner when the shipping container has been returned and the mare is either confirmed in foal or the breeding season has ended.

Returning the container: After receipt and use of semen, Equitainer must be shipped back to Meredith Wilson, 115 Trail In The Pines St, Wilmington, NC, 28409 within 2 days via UPS or Federal Express 2nd Day Air. There will be a late container fee of \$20 per day.

Shipping Fees: FedEx priority overnight: **Two are included in the stallion service fee**, thereafter \$125 per shipment.

Fees may be paid by personal check, cashiers check, money order or with a credit card through paypal. Payment through paypal needs to be made to the account meretsf@gmail.com
ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILLBE SHIPPED OR MARE IS BRED.

2. Reservations for Semen (on the farm or Shipped): Sweet Sunday Farm's receipt of the above Stallion Service Fee confirms the Mare's reservation to breed to the stallion Corcovado for the present breeding season which shall extend from March 1, 2009 until October 31, 2009.

All semen orders must be placed by 5 p.m. EST the day before the requested collection date. Please tell us when your mare has started her heat. Late orders will be filled if possible. When shipping via FedEx, Collecting and Shipping days are Monday through Friday. Special arrangements may be possible in some incidents.

All orders for semen shipments will be filled as received, subject to availability of the stallion. If there is insufficient semen to fill all orders of a given day, the stallion manager will determine which orders will be honored. This decision will be based on the information provided by the Purchaser's veterinarian.

Purchaser understands that the stallion will 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 stallion will not be available for collection due to the show schedule.

3. Conditions: Stallion service will be provided only to healthy mares in sound breeding condition. The farm reserves the right to require the submission of a recent negative intrauterine culture certificate (within 60 days), and/or a uterine biopsy, and/or Progesterone assay.

4. Return of Service: Purchaser shall not be entitled to a refund of Booking Fees paid hereunder except as set forth in 6 below. However, the mare shall have the right of return to the Stallion's service for 18 months following the signing of this contract and in the following circumstances:

a.) If the mare does not settle during the present breeding season she is eligible for return of service to the stallion if the Purchaser submits 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 of service.

b.) 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.

The Farm's timely receipt of the required veterinary certificate 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.

5. 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 of the Booking Fee if the Stallion should die or become unfit for service after semen has been shipped; the Stallion Service Fee is available for refund as outlined in section 2 above.

6. 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.

7. Warranty: Sweet Sunday Farm, LLC assumes responsibility only to deliver live semen, in viable condition at the time of delivery, to the mare owner, or his or her designee. The semen must be administered by a licensed veterinarian on the day of delivery; otherwise all conditions of this contract become null and void.

9. Governing Law: This contract shall be governed by the laws of the Commonwealth of North Carolina and shall be binding upon the parties upon the parties hereto and their personal representatives.

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

SWEETSUNDAYFARM, LLC: _____ Date: _____

Purchaser (Print Name): _____ Date: _____

Purchaser (Signature): _____ Date: _____

Address: _____

Phone #: _____ mobile phone #: _____ Email: _____

Contact person: _____

Shipping Address: _____

Phone #: _____ mobile phone #: _____ Farm#: _____

Please return a copy of your mare's registration certificate complete with markings and indicate below with which breed registry you intend to register your foal:

- Oldenburg/ISR** **RPSI** **AWR** **PHR**