

ROYAL GROVE STABLES
STALLION SERVICE CONTRACT for
Ster Friesian Stallion, Harold v.R. a.k.a. Apollo

This contract made between *ROYAL GROVE STABLES* ("RGS") and mare owner

("PURCHASER") for breeding of said mare _____ ("MARE") to the Ster Friesian Stallion, Harold v.R. a.k.a. Apollo ("STALLION") for the 2019 Breeding Season ("PRESENT BREEDING SEASON") subject to the following terms and conditions:

MARE:

REGISTERED NAME: _____ BARN NAME: _____

BREED: _____ COLOR: _____ DATE OF BIRTH: _____

SIRE: _____ DAM SIRE: _____

BREED ASSOCIATION: _____ REGISTRATION NO.: _____

NOT REGISTERED, Grade Mare: YES: _____

PURCHASER AGREES HERETO:

- a. PURCHASER may *not* substitute another mare owned by PURCHASER for breeding.
- b. PURCHASER requests the month of _____ 2019 for breeding MARE.
- c. PURCHASER must give RGS at least TWO WEEKS notice to book MARE, and no less than 48 hours advance notice prior to agreed date of collection of STALLION for breeding.
- d. RGS SERVICE CONTRACT is valid thru the 2019 breeding season. All Recollections needed are must be done during the 2019 breeding season, unless mare loses foal during gestation or within 48 hours of foal's birth; of which, ONLY ONE Recollection is permitted by during 2019 breeding season by STALLION for MARE for the \$500 Recollection Fee.
- e. If additional Recollections are needed during the 2020 breeding season a new contract will need to be signed and the *full breeding fee* of \$1000 plus \$400 collection and shipping fee will need to be paid in full TWO WEEKS prior to Recollection.
- e. If **less than 48 hours'** notice is given, RGS will make every effort to collect STALLION and PURCHASER realizes that in this event, there will be an RUSH COLLECTION FEE of **\$75.00**.

1. BREEDING STUD SERVICE/STUD FEES: PURCHASER agrees to pay RGS and it assigns the following fees:

- a. A *non-refundable Booking Fee of \$250.00* to secure mare(s) breeding is due upon receipt of signing of this contract.
- b. A *non-refundable Semen collection/shipping Fee is \$400.00 per collection*. Fresh chilled semen will be shipped via FedEx the morning of the agreed date semen is to be collected.
- c. A *non-refundable Stud/Service Fee of \$850.00*. Stud fee is refundable if breeding is cancelled two days prior to collection of STALLION.
- d. A total of *\$1500.00* is due and to be paid in full **two weeks** prior to collection of STALLION. The STALLION Stud/Service Fee must be paid in full prior to STALLION collection and shipping. Shipping is via FedEx for next day delivery (within US) to PURCHASER or received by PURCHASER at time of collection.
- e. RGS is *not* responsible in any way for any loss or stolen semen of STALLION shipped to PURCHASER once collected, package and delivered to FedEx overnight or via Air delivery.

- f. If a mare does not settle or loses foal or the semen is lost or stolen a **\$400.00 Recollection Fee** must be *paid in full two weeks* prior to Recollection by PURCHASER.
 - g. If STALLION is collected other than home base, while on the road or at another location, all charges will vary slightly, including the collection fee.
2. **FEES DUE UPON RECEIPT:** THE ABOVE FEES are due and payable upon receipt or otherwise agreed to dates by PURCHASER and RGS of this said contract by PURCHASER and payable directly to Carol Whitaker of RGS.
 - a. PURCHASER may pay BOOKING FEE only to hold breeding spot. The ABOVE FEES must be paid *in full TWO WEEKS* before scheduled collection date. Booking Fee may be paid by mailing a cashier check or online with a credit card via PayPal. Please note, if paying via **PayPal an additional 3% fee will be applied** to all service fees/invoices. To avoid 3% PayPal fee, PURCHASER can pay via PayPal's "Send Money to Family & Friends" to avoid 3% PayPal fee. Can send payment(s) via PayPal to email address: carol@liveskinnynow.com.
 3. **RESERVATIONS FOR SEMEN:** Upon receipt of full payment(s) from PURCHASER for ALL STALLION SERVICE STUD FEES to RGS of above STALLION Fees RGS collection will be completed at arranged date agreed upon by PURCHASER and RGS. All collection will be performed at South Valley Large Animal Reproductive Clinic where the semen will be shipped from via FedEx Air or received in person at time of collection by PURCHASER.
 4. **UPON RECEIPT OF PAYMENT:** RGS receipt of *payment in full* from PURCHASER AGREES TO STALLION SERVICE *confirms* the MARE'S reservation to breed to the STALLION for the Present 2019 Breeding Season of Agreed Date by PURCHASER and RGS.
 - a. 2019 Breeding Season shall extend from **March 1, 2019 to June 30, 2019**. During this period of time, the STALLION will be standing at stud at RGS, Located in Pleasant Grove, UT. Any collections or Recollections needed after June 30, 2019 will be subject to a **\$75** late fee.
 - b. If the PURCHASER requests a shipment of semen to be RUSHED with less than a **48 hour** notice of agreed collection date, an Additional Rush Fee of **\$75.00** will occur and needs to be paid the day prior to the Rushed Collection.
 5. **SEMEN COLLECTED DAYS:** Semen is collected on Mondays thru Friday – Saturday collections are an additional **\$75.00**.
 - a. All semen orders must be received and paid in full NO later than **12:00 pm MST two days** before the requested collection date.
 - b. All orders for semen shipments shall be filled as received, subject to availability of the STALLION'S semen and RGS veterinarian's approval, if there is insufficient semen to fill all orders of a given day RGS veterinarian will determine which orders will be honored.
 - c. For PURCHASER'S MARE, semen collection decision will be based on palpation results certified by PURCHASER'S veterinarian prior to agreed collection date.
 - d. The PURCHASER understands that the STALLION may be competing away from RGS during the breeding season. RGS shall give notice by phone or by email to all PURCHASERS who have paid in full of any conflicts between the STALLIONS' competitions and the PURCHASERS' reserved breeding dates at which time a new date will be agreed upon by PURCHASER and RGS.
 6. **MARE CONDITIONS:** STALLION service will be provided *only* to a veterinarian certified healthy MARE that is in sound breeding condition, as determined by a veterinarian that is acceptable to RGS. In all cases, the veterinarian must *certify* that the MARE immunizations for equine rhinopneumonitis (equine herpes type I) have been kept current.

- 7. LIVE FOAL GUARANTEE:** MARE shall have the right of STALLION STUD SERVICE in the 2019 breeding season *only* if the following circumstances occur:
- a. If the MARE does not settle during 2019 breeding season of agreed date the MARE is eligible for a Recollection of semen of STALLION within the 2019 breeding season of signed contract. The Recollection Fee of **\$400.00** must be paid in full **two weeks** prior to Recollection—*Recollection Fee is nonrefundable.*
 - b. Upon the date the MARE foals and the foals stands and nurses a LIVE FOAL CERTIFICATE must be signed by PURCHASER and PURCHASER's veterinarian stating the date, time, health condition and gender of foal within two days of foal's birth issued by the PURCHASER'S veterinarian.
 - c. If the MARE subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies within 48 hours. A veterinary certificate must be provided *the* day of the date of death and mailed to RGS. At which time, the PURCHASER is eligible for a Recollection if desired upon payment of **\$400** Recollection fee.
 - d. If the MARE is examined in foal but becomes barren during gestation, she is eligible for ONE Recollection of semen from STALLION during the following breeding season.
 - e. In all cases, this requires that a veterinarian certificate shall be signed and mailed to RGS to affirm that the MARE had been immunized for equine rhinopneumonitis (equine herpes type I) during pregnancy and the date of such vaccination given to MARE.
 - f. Payment in full of Recollection fee will be due upon rescheduling of STALLION STUD SERVICE. These fees will include *BOOKING FEE FOR THE PRESENT BREEDING SEASON* paid in advance prior to collection of the STALLION.
- 8. REFUND OR STALLION OF SERVICE FEES:** This contract shall be null and void hereunder if the STALLION should die or become unfit for stud service *prior* to collection of agreed upon date by PURCHASER and RGS. The PURCHASER complies that there shall be non-entitled to refund of fees paid if the STALLION should die or become unfit for *service in purchased breeding season or any subsequent breeding season.*
- 9. NON ASSIGNMENT:** This contract *cannot* be assigned or transferred by PURCHASER. There shall be *no right* of refund of breeding Fees of STALLION paid by PURCHASER if the MARE is unable to become in foal, sold, or otherwise changes ownership after having been served or non-served by the STALLION.
- 10. SEMEN WARRANTY:** RGS is not responsible for lost, delayed, or damaged semen or shipment container provided by South Valley Reproductive Clinic and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is of the STALLION. ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.
- 11. ALL RISK:** PURCHASER SHALL BE RESPONSIBLE OR RESUMED BY ANY AND ALL RISKS ASSICATED with breeding the MARE and *resumes all responsibility* for the condition of the MARE. PURCHASER *shall bear all risk* of loss, illness or damage to the MARE whether by death, disease, injury, infection or otherwise, and by any cause whatsoever. PURCHASER agrees NOT to HOLD RGS or Matthew Whitaker and/or Carol Whitaker or any person employed or family members associated with RGS or Matthew Whitaker and Carol Whitaker and/or Matthew Whitaker and Carol Whitaker harmless and *not responsible for any and all damages* associated therewith with MARE.
- 12. GOVERNING LAW:** This contract shall be governed by the laws of the Commonwealth of the state of Utah and shall be signing upon the parties hereto and their personal representatives.

AGREED TO AND SIGNED BY:

STALLION OWNER SIGNED ON BEHALF OF ROYAL GROVE STABLES:

RGS: Carol Whitaker

SIGN: _____ DATE: _____

CELL NUMBER: 801.358.0202 MAILING ADDRESS: 2816 North 1020 West, Pleasant Grove, UT, 84062
EMAIL: carol@liveskinnynow.com WEB: <http://www.RoyalGroveStables.com>

PURCHASER:

NAME: _____

SIGN: _____ DATE: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____

EMAIL: _____ MOBILE: _____

Please mail or email this signed contract along with the following: cahiers check, money order, or credit card information.

BREEDING FEES:

- \$250.00 Booking Fee
- \$850.00 Stud Fee
- \$400.00 Collection & Shipping Fee
- **TOTAL DUE: \$1500.00**



CREDIT CARD #: _____ EXP. DATE: _____

CVV CODE: _____ ZIP CODE: _____

MARE VETERINARIAN:

NAME & CLINIC: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____

PHONE: _____

SHIPPING ADDRESS FOR SEMEN (IF DIFFERENT THAN ABOVE ADDRESS):

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____

***Thank you** for choosing our prized stallion, Harold v. R. a.k.a. Apollo, as your stallion of choice for your 2019 breeding program. We are thrilled for you and your family to have an Apollo foal! We look forward to doing business with you.*

~ Carol Whitaker

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