

## Stallion Service Agreement

“Effective Date”: \_\_\_\_\_

“Buyer”: \_\_\_\_\_

Buyer’s Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

“Stallion Owner”: Orchard Hill Ponies

Stallion Owner Address: 175 Coleman Bridge Rd.

Aiken, South Carolina 29805

Phone: 803-270-4676

E-Mail: [SaraMcCormick08@gmail.com](mailto:SaraMcCormick08@gmail.com)

“Rate Schedule”: See Exhibit “A” (the “Rate Schedule”), attached hereto and incorporated herein.

“Credit Card Authorization”: See Exhibit “B” (the “Authorization”), attached hereto and incorporated herein.

This Stallion Service Agreement (the “Agreement”) is between Stallion Owner and Buyer identified above. Seller and Buyer may hereinafter be referred to as the “parties”, and each, individually, as “party”.

In consideration of the mutual covenants and agreement hereinafter set forth, and for other good and valuable consideration, the nature, receipt, and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Stallion Service**: Stallion Owner hereby agrees to sell, transfer, and assign to Buyer, and Buyer hereby agrees to buy, upon the terms and conditions set forth herein, the following described Stallion Service.

Name: \_\_\_\_\_

Registration #: \_\_\_\_\_

2. **Mare and Mare Ownership**: The Stallion Service shall be used for the sole and exclusive use in the following described Mare:

Name: \_\_\_\_\_

Registration #: \_\_\_\_\_

Breed: \_\_\_\_\_

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

Date Foaled: \_\_\_\_\_; Height: \_\_\_\_\_

Color: \_\_\_\_\_

Maiden/Barren/Due to Foal: \_\_\_\_\_ (circle one).

Buyer shall deliver to Stallion Owner a signed written verification by a licensed veterinarian warranting the Stallion Service was utilized in the Mare within 5 days of each insemination performed in connection with the Agreement. Buyer warrants that it has full ownership of Mare or otherwise has authority to enter into the Agreement.

- 3. Stallion Service Fee & Additional Services & Fees:** Upon execution of the Agreement, Buyer shall pay Stallion Owner the Annual Booking Fee as described in the attached Rate Schedule as issued by Stallion Owner and incorporated herein as Exhibit A. Prior to collection, Buyer shall pay Stallion Owner the Stallion Service and Collection Fee as described in the attached Rate Schedule. Upon each collection of the Stallion, Buyer shall pay Stallion Owner the Collection Fee as described in the attached Rate Schedule. Prior to Stallion Owner shipping Stallion Service to Buyer, Buyer shall pay Stallion Owner for Shipping Fees and incur the Equitainer Deposit Fee as described in the attached Rate Schedule. In the event the equitainer is not returned within seventy-two (72) hours of delivery, Buyer shall incur the Equitainer Late Fee. In the event the Equitainer is not returned to Stallion Owner within ten (10) days of its shipment to Buyer, Buyer shall incur the Equitainer Replacement Fee. In the event the equitainer is returned to Stallion Owner within seventy-two (72) hours of its shipment to Buyer in the same condition it left Stallion Owner's possession and control, Buyer's Equitainer Deposit Fee shall be refunded by Stallion Owner.

Rate Schedule is subject to alteration upon twenty (20) days written notice by Stallion Owner to Buyer. Upon Buyer's payment of the Annual Booking Fee to Stallion Owner, Stallion Owner shall reserve for the Buyer one (1) season's booking for the breeding year \_\_\_\_\_ from February 1<sup>st</sup> to October 31<sup>st</sup>, for the Stallion Service for the Mare.

- 4. Credit Card Authorization:** Buyer shall provide payment for the Stallion Service Fee immediately upon execution of this Agreement. Stallion Owner shall provide Buyer with invoices for other fees as described in the attached Rate Schedule and Buyer hereby irrevocably authorizes Stallion Owner to charge the credit card provided herein for the amount referenced in such invoice. Such amount shall include any and all applicable merchant service fees. Stallion Owner shall have the right to charge interest, not to exceed 6% per annum. Buyer shall maintain a current credit card on file with Stallion Owner as described in the attached Authorization as issued by Stallion Owner and incorporated herein as Exhibit B.
- 5. Mare Veterinary Inspection:** Buyer agrees that the Mare is in sound breeding condition and free from infection or disease. If the Mare does not settle with the first Stallion Service, a negative uterine culture will be required prior to a second collection.

Buyer shall have Mare examined by a licensed veterinarian using ultrasonography pursuant to the following minimal schedule: Once between 15-30 days after Mare is bred, and, if in foal, again between 50-60 days following the Mare's last breeding date. Within 10 days of the 15–30-day veterinary examination, Buyer shall provide to Stallion Owner a breeding document signed by the attending veterinarian stating the date the Mare was bred, confirmation that the Mare was the animal bred with the Stallion Service, and confirmation that the Mare is “in-foal”. Within 10 days of the 50–60-day veterinary examination, Buyer shall provide to Stallion Owner a breeding document signed by the attending veterinarian to confirm the Mare is “in-foal” and states that the manner in which the Mare was bred was **not** via Embryo Transfer or ICIS.

Buyer's failure to provide Stallion Owner with the aforementioned breeding document shall render all guarantees contained within the Agreement null and void.

6. **Return Service Guarantee:** In the event it is determined by veterinarian ultrasonographic examination that the Mare is barren 60 days (or earlier) following the date on which the Mare was last bred, the Stallion Owner shall provide to Buyer another Stallion Service for the Mare. In such case, Buyer shall not be required to pay for another Stallion Service Fee, however, Buyer shall pay additional Collection, and Shipping Fees as described in the attached Rate Schedule, as well as an additional Annual Booking Fee should Return Service be for any subsequent Breeding Season. In the event the Mare does not conceive after three covered heat cycles, the Buyer may substitute another Mare upon Stallion Owner's approval of the Substitute Mare.
7. **Live Foal Guarantee:** In the event Mare is confirmed in-foal by veterinarian ultrasonographic examination at 50-60 days following Mare's last breeding date but does not produce a live foal that stands and sucks in the year following the execution of the Agreement, or in the event of abortion, or the death, or veterinarian-certified breeding unsoundness of the Mare, the Buyer shall be entitled to a Return Service to the Stallion the following breeding year so long as Stallion Owner is notified in writing within 10 days of the death of the foal, the death of the Mare, or the veterinarian's determination of unsoundness. In such case, Buyer shall not be obligated to pay for another Stallion Service Fee, however, Collection, Booking, and Shipping Fees shall be incurred by Buyer as described in the attached Rate Schedule.
8. **Successor Stallion & Non-Transferability:** Should the Stallion die or become unfit for breeding purposes after the Mare has been first bred and in the event the Buyer becomes entitled to Return Services, Stallion Owner, in its sole and absolute discretion, shall adjust its stallion service fee in accordance with the stallion service fee applicable at the time for the

successor stallion. Benefits under the Agreement may not be sold, transferred, assigned, pledged, attached, or encumbered.

9. **Shipped Semen:** Advanced notice is desired, however, Buyer shall give Stallion Owner advanced notice of order for Stallion Service no later than 8:00AM EST the day of shipping. In the event two buyers require services from the same stallion on the same day, Stallion Owner will prioritize the Stallion Service to the buyer which notified Stallion Owner of its order first. Any subsequent orders will be fulfilled in day(s) following in the order in which Stallion Owner was notified of buyers' need.
  
10. **Embryo Transfer & ICSI Breeding:** If Buyer elects to utilize Stallion Service for embryo transfer or ICSI breeding to Mare, the Buyer freely and voluntarily waives the Agreement's Live Foal and Return Service Guarantees and shall provide Stallion Owner with breeding document (within 30 days) signed by a licensed veterinarian stating the manner in which the Mare was bred and the number of resulting pregnancies. Buyer shall pay Stallion Owner the Stallion Service Fee for each resulting pregnancy. Buyer expressly agrees that regardless the number of embryos or live foals that may result from such breeding methods, only one foal shall be registered with the resulting breed association. Stallion Owner shall be notified of the designation of such foal no later than December 31 of the year in which the foal is born.
  
11. **Risk of Loss & Release of Liability:** Buyer accepts Stallion Service by signing the Agreement. Stallion Owner shall provide Buyer with tracking information, video of semen resulting from each collection, and ISPERM readout for Stallion Service immediately once known to Stallion Owner. Upon Stallion Owner's delivery of the Stallion Service to the Buyer's carrier all risk of loss shall be assumed by Buyer, including, without limitation, any delays, errors, misrouting, mistreatment of Stallion Service by carrier, or loss suffered by Buyer due to Buyer's carrier. Buyer agrees to release, indemnify, and hold harmless Stallion Owner for, from and against any claim, damages, illness or injury suffered by Buyer, Mare, or Substitute Mare arising out of, under, or in connection with the Agreement EVEN IF ARISING FROM THE NEGLIGENCE of the Stallion Owner, except in the event of gross negligence or willful and wanton conduct on the part of the Stallion Owner.
  
12. **Disclaimer of Warranties:** In recognition of the relative risks and benefits of the terms of the Agreement to both Buyer and Stallion Owner, the risks have been allocated such that Stallion Owner makes no guarantees, expressed or implied, as to the fertilizing capacity of any Stallion Service provided under the Agreement and there are **NO implied warranties including, without limitation, the implied warranty of merchantability or fitness for a particular purpose.**
  
13. **Genetic Material:** Buyer agrees that, without the prior written consent of the Stallion Owner, which consent may be withheld in the Stallion Owner's sole discretion, the Buyer will not and

will not allow third parties to: 1. Freeze any embryos from the Mare; 2. Freeze, store or otherwise use any semen or other genetic material derived from the Stallion in any way for any purpose other than impregnating the Mare during the \_\_\_\_\_ breeding season; or 3. In any way clone or attempt to clone the Stallion.

**14. Severability:** The invalidity or unenforceability of any provisions of this Agreement shall in no way affect the validity or enforceability of any other provisions of this Agreement. Any invalid or unenforceable provisions shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provisions held to be invalid or unenforceable.

**15. Notice of Claims & Limitation on Action:** Buyer shall make no claim or demand, in law or in equity, including but not limited to any breach of this Agreement, recession, revocation, or for any warranty, misrepresentation, mistake or other cause of action, unless Buyer first notifies Stallion Owner in writing of the basis and nature of the claim or demand within three (3) business days after the event complained of first becomes known.

To the extent permitted by law, in the event of any legal action instituted by Buyer against Stallion Owner for any claims, causes of action, loss or other action arising out of, under or in connection with this Agreement must be brought within one (1) year of the date of such claim or loss occurs. Buyer freely and voluntarily agrees to this time limit and further waive any rights available under any state statute of limitations.

**16. Alternative Dispute Resolution, Litigation & Attorneys' Fees:** Buyer and Stallion Owner agree to mediate any dispute or claim arising out of, under or in connection to this Agreement by a certified mediator. Parties shall agree on a mediator and cooperate in the scheduling of mediation. If the parties are unable to agree upon a mediator, the Buyer shall choose a mediator from a list of five (5) mediators acceptable to the Stallion Owner. Such mediation shall take place in a mutually agreeable location convenient to both parties within Aiken County, South Carolina.

In the event mediation fails and litigation is thereafter initiated by either party, the prevailing party shall be awarded their reasonable attorneys' fees and costs, expert witness fees, court costs, and other litigation expenses. The prevailing party shall be determined based upon an assessment of which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues at trial. Such assessment should include evaluation of the following: the amount of the net recovery; the primary issues disputed by the parties; whether the amount of the award comprises a significant percentage sought by the claimant; and the most recent settlement positions of the parties.

**17. Limitation on Remedies:** In recognition of the relative risk and benefits to both the Buyer and Stallion Owner under this Agreement and the subject matter of this Agreement, the risks have been allocated such that the Buyer agrees, to the fullest extent permitted by law, that the exclusive remedy for any claim or dispute arising out of, under or in connection with this Agreement, tort or otherwise, is limited to refund of the Stallion Service Fee.

ALL INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES ARE EXCLUDED to the full extent permitted by law.

**18. No Presumption Regarding Drafting:** The Stallion Owner and Buyer acknowledge that they have fully reviewed and negotiated the substance and form of this Agreement. This Agreement shall not be construed against the party causing it to be drafted.

**19. Venue & Governing Law:** In the event of any action instituted by Buyer or Stallion Owner in connection with the enforcement or breach of this Agreement, the choice of venue for action to be heard is a court of competent jurisdiction located in and for Aiken County, South Carolina. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

**20. Notice:** Unless otherwise agreed herein, all notices, requests, authorizations, consents, and other communications under this Agreement shall be in writing addressed to the parties as set forth at the beginning of this Agreement or such other addresses as the parties may direct from time to time, and delivered by (a) hand delivery, or (b) reputable overnight carrier (such as Federal Express, DHL, or UPS) for next Business Day receipt by the addressee, or (c) United States Mail, Certified, postage prepaid, Return Receipt Requested, or (d) fax, evidenced by the machine generated receipt from the sender's device, or (e) email/text.

Notice shall be deemed given upon receipt if sent in accordance with subpart (a) above, or upon the next Business Day if sent in accordance with subpart (b) above, or three (3) Business Days following the date sent if sent in accordance with subpart (c) above, or as of the machine stamped date and time on the sent message if sent by in accordance with subpart (d) or (e) above so long as recipient provides confirmation of its receipt.

**21. Anti-Assignment & No Modification:** Neither party may assign or delegate this Agreement or its rights or obligations under this Agreement without the prior written consent of the other party. No modification of this Agreement shall be binding unless in writing and signed by both parties.

**22. No Waiver:** The failure of Stallion Owner to insist on strict performance of any of the agreements terms, covenants and conditions of this Agreement shall not be deemed a waiver of any rights or remedies that party may have for any subsequent breach, default, or non-

performance, and either party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

- 23. Terms of this Agreement:** If any provisions of this Agreement conflicts with any provision of the Rate Schedule that is attached hereto as Exhibit A, the provisions of the Agreement shall govern and control. If any provision conflicts with any provisions of the Authorization that is attached hereto as Exhibit B, the provisions of the Agreement shall govern and control.
- 24. Entire Agreement:** This written Agreement and Exhibit A and Exhibit B attached hereto, which are incorporated herein by this reference, constitute the entire agreement between the Buyer and Stallion Owner relating to its subject matter. This Agreement is the final expression of agreement between the parties, and neither party shall be entitled to rely upon any conflicting written or oral representations, promises, affirmations of fact, descriptions, assurances, claims, warranties, or disclaimers regarding the subject matter of this Agreement. No other agreements, promises, warranties, descriptions, statements, assurances, claims, disclaimers, representations or otherwise, verbal or implied, are included herein.
- 25. Counterparts:** This Agreement may be executed by the parties signing in counterpart. The execution of this instrument by each of the parties signing a counterpart hereof shall constitute a valid execution, and this instrument and all of its counterparts so executed shall be deemed for all purposes to be a single instrument.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]  
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**SIGNER STATEMENT OF AWARENESS**

**I, the undersigned, represent that I have read and do understand the foregoing Agreement. I understand that by signing this document I am giving up substantial rights. I attest that all facts stated herein are true and accurate and I have read and fully understand the provisions set forth in this Agreement. I have sought (or have been given the opportunity to seek) legal advice regarding this Agreement. I am signing this Agreement freely and voluntarily while of sound mind and not suffering from shock, or under the influence of alcohol, drugs, or intoxicants.**

IN WITNESS WHEREOF, Stallion Owner and Buyer have executed this Agreement effective as of the Effective Date.

**Buyer:**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Stallion Owner:**

**Sara McCormick d/b/a Orchard Hill Ponies**

**Signature:** \_\_\_\_\_



**EXHIBIT “A”**  
**RATE SCHEDULE**

<b>Stallion Service Fee:</b>	<b>\$825</b>
<b>Annual Booking Fee:</b>	<b>\$150</b>
<b>Collection Fee (per collection):</b>	
<b>Monday – Friday:</b>	<b>\$175</b>
<b>Saturday/Sunday Collections:</b>	<b>\$275</b>
<b>Equitainer Deposit Fee (per shipment):</b>	<b>\$450</b>
<b>Equitainer Late Fee (per shipment per day after 72 hours):</b>	<b>\$40</b>
<b>Equitainer Replacement Fee (per shipment):</b>	<b>\$450</b>
<b>Shipping Fee (per collection):</b>	
<b>Fedex/UPS Priority Overnight (8am EST deadline):</b>	<b>Determined by Carrier</b>
<b>Fedex/UPS Priority Overnight (after 8am EST deadline):</b>	<b>+\$100-\$200</b>
<b>Courier to Surrounding States:</b>	<b>\$50 and up</b>
<b>Courier to Aiken, SC FedEx/UPS hub:</b>	<b>\$35.00</b>
<b>Farm Pickup:</b>	<b>No Charge</b>
<b>Disposable Shipper</b>	<b>\$65 No Return Required</b>

**\*only Orchard Hill Ponies FedEx/UPS account will be used**

**Semen will not be collected until payment is made in full.**

**EXHIBIT "B"**  
**AUTHORIZATION**

For your convenience, you may pay by Visa, Mastercard, American Express and Discover.

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

**Card Type:** \_\_\_\_\_

**Name of Cardholder:** \_\_\_\_\_

**Client Name:** \_\_\_\_\_

**Card Number:** \_\_\_\_\_

**Security Code:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Billing Zip Code:** \_\_\_\_\_

**Amount to be Charged:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

Unless payment is made by other means, this form allows Stallion Owner to utilize the above referenced credit card for payment of Fees arising out of, under, and in connection with the Agreement in the amount authorized herein in addition to a 4% merchant services fee.

Other forms of payment include: cash, certified check, Zelle, PayPal friends and family.