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# ORCHARD HILL

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## PONIES

### Stallion Contract for Orchard Hill Farm

The breeding shed is open from February 1 to September 30, 2016

Breeding to: \_\_\_\_\_

This contract is made and entered into this \_\_\_\_\_ day \_\_\_\_\_ 2016 by and between Orchard Hill Farm 175 Coleman Bridge Rd Aiken SC 29805, hereinafter known as OHF and \_\_\_\_\_ hereinafter known as "mare owner". Whose address is \_\_\_\_\_

Phone number # \_\_\_\_\_

Witnesseth,

Whereas OHF is the owner of the pony \_\_\_\_\_

and the Mare Owner is the (Circle one) Owner Of the Mare Named; \_\_\_\_\_

Reg. # \_\_\_\_\_ Date foaled \_\_\_\_\_ Color \_\_\_\_\_ Height \_\_\_\_\_

Sire and Reg. # \_\_\_\_\_

Dam and Reg. # \_\_\_\_\_

Maiden : Barrier \_\_\_\_\_ Due to foal date \_\_\_\_\_

Now therefore, it is agreed as follows:

#### 1. Breeding Fee:

1.1 The total breeding shall be \$ \_\_\_\_\_ of which 100.00 shall be a nonrefundable booking fee for this breeding payable upon execution of this contract.

1.2 The Balance of the breeding fee must be paid in full at time of service. In the event of rebreeding a \$100.00 booking fee must be paid to hold a space.

1.3 Upon payment of booking fee, OHF dose hereby reserve for the mare owner one season's booking for the breeding year 2016 from February 1st to September 31st, for the services of the mare to the stallion.

1.4 Bills shall be paid to OHF within 15 days of billing date. Interest at the rate of (10%) percent per month shall be charged on all unpaid balances. In the event that OHF or the stallion owner incurs attorney's fees and/or legal costs in securing or protecting any rights available to them under this contract the customer agrees to pay all attorney's fees and costs.

#### Pregnancy Examination

2.1 Mare owner hereby agrees to have the mare examined for pregnancy by a licensed veterinarian per the following minimum schedule, and notify OHF within 10 days of the results of each examination: Between 15 and 30 days by ultrasound, and if positive again between 50 and 60 days following the last breeding date.

2.2 Failure to have mare examined, and to notify OHF of her pregnancy status shall automatically render all guarantees null and void. Mare owner understands that the mare's breeding document, indication the date or dates of the breeding of mare and the dare mare diagnosed "in

Foal" must be signed and certified by a veterinarian and returned to OHF within 15 days after the 30-day and the 60-day examination or all guarantees are null and void.

#### Return Services

This contract guarantees a return service privilege in the same year for the same mare and the same stallion if the mare is examined by a veterinarian and found to be barren at 60 days (or earlier) from the date of last service. If after three covered heat cycles the mare does not conceive, the mare owner may substitute another mare.

#### Live Foal Guarantee

4.1 Should the mare not produce a live foal that stands, nurses, lives for 48 hours, the mare owner shall be entitled to a return services to the stallion in the following breeding year. As outlines in RETURN SERVICES this guarantee shall apply only if OHF is notified by certifies mail within 10 days of the death of the foal. A statement of details by a veterinarian must follow within 10 days or the guarantee become null and void. This clause is also binding in the case of abortion.

4.2 Should the stallion die or become incapacitated after the mare has been first bred and should mare owner become entitled to return service. OHF shall adjust in its sole discretion, the breeding fee in accordance with breeding fee being changed for the successor stallion.

#### Emergency

In the event of an emergency, if a veterinarian or farrier is required for the mare (or her foal, should she have a foal at foot) Services of the mare will be collected by OHF before the mare leaves the premises.

**Board**

Board per day for the mare is \$20.00 or \$40.00 with a foal at foot. Full payment of board is due on the 10 of the month. If board is late by 40s day mare becomes property of Orchard Hill Farm and any rights to the foal will be relinquished.

After breeding turn out board will be \$400 per month.

You will be responsible for board, vet, farrier and any extra expenses for your mare. She is to be kept up to date on all care.

**Handling**

\$50.00 fee: Will only apply to mares that require more than 20 minutes to breed with tranquilizer.

Orchard Hill also has the right to refuse to hand breed the said mare \_\_\_\_\_ and only breed her AI.

Tranquillize permission to administer \_\_\_\_\_ owner (will be billed at a min of \$35.00 per shot) if mare owner has not provided their own.

**Liability**

The mare owner shall assume all responsibility for the condition of the mare and shall risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever, and

Therefore agrees to hold OHF (or any person employed by or associated with OHF) harmless for and all damages associated therewith.

This contract constitutes the entire agreement between parties hereto, and may only be modified by written agreement of all parties.

This contract shall not be assigned or transferred by either party hereto without written consent of all parties.

**Shipped Semen**

5.1 Mare owner understands and accepts that the Stallion will be competing

Away from the farm during the breeding season and may not always be

Available for collection. It is the Purchasers responsibility to contact the

Farm for dates the stallions will not be available for collection due to the

Show schedule

5.2 Mare owner agrees to give OHF as much notice as possible but no later than 12:00pm the day prior to shipping. \_\_\_\_\_ Initial

The mare owner shall pay, in addition to the booking and breeding fees, all costs of transporting the semen from OHF to mare owner, as well as insemination of the mare and return shipping of the Equitainer to OHF.

OHF is not responsible for loss, delay or damage to semen.

5.3 A \$300.00 Equitainer deposit in a separate check made payable to Orchard Hill Farm. All shipping charges/ costs are deducted from this deposit. Any refunds or bills that go over \$300.00 the deposit will be refunded or billed. There will be a \$30.00 late fee per day if Equitainer is not returned within 72 hours. If the Equitainer is not returned in 10 days or it is not in good usable condition. A replacement fee of \$300.00 will be charged. Any deposit money will be refunded at the end of the breeding season (about November 1.)

5.4 We do not ship or collect on Saturday or Sundays except for in house mares. For the collection fee of \$150.00

5.5 Mare owner agrees to use the shipped semen only on the mare named in this contract. And will have a licensed veterinarian verify in writing that the shipped semen has been used only on mare in this contract with a certification to OHF within 5 days.

5.6 Mare owner shall pay a non-refundable \$40.00 lab fee per year. This also applies to mares being bred on the farm AI. All semen will be shipped FedEx priority overnight w/am delivery for minimum of \$150.00. (Please call for prices) Saturday and Sunday shipments /collections by request only. If the shipping fees are going to be more them the minimum amount OHF will notify mare owner for permission. We will only ship with the OHF account number with no exceptions.

5.7 Collection fee is per collection \$95.00 regular hours Monday – Friday 8:00am – 5:00pm. Thereafter and Saturdays and Sundays \$150.00

**EMBRYO TRANSFER.**

If more than one embryo is produced from a Stallion breeding under this Agreement and if multiple embryos are transferred, then the Mare Owner must notify the

Stallion Manager within 48 hours of transfer of the embryo(s). If embryo transfers result in multiple pregnancies, then the Mare Owner must pay the Stallion fee of \$975.00 for each pregnancy.

\_\_\_\_\_  
Mare Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mare Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Orchard Hill Farm

\_\_\_\_\_  
Date

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Orchard Hill Ponies - Sara McCormick

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