

Name of veterinarian doing the breeding work:* _____

Veterinarian Phone No. incl. area code* _____

PayPal for shipping, collections and container costs (see 2. Fees, below):

PayPal account name _____

Mare Owner's signature

Date

2. FEES: Purchaser agrees to pay Rolling Stone Farm the following fees:

a. A non-refundable Stallion Service Fee of \$* _____ (plus Pennsylvania Sales Tax if applicable) is payable before mare is bred or semen is shipped.
A booking fee of \$400.00 will be paid prior to shipping in the case of a subsequent return of service as outlined in number 5. of this Contract .

b. Collections will be billed at \$125 each. Shipments ordered on the same day of shipment may be surcharged \$50 after 1 p.m. Eastern Time. Rolling Stone Farm makes no guarantee of obtaining a collection if requested by Purchaser after 1 p.m. Eastern Time the day the collection is needed, although every attempt will be made. An Equitainer will be used to ship the semen unless the mare owner requests use of a disposable shipping container or an Equitainer is not available to send. The Equitainer must be returned to Rolling Stone Farm at Purchaser's expense in good condition within four days after the last insemination. ANY DELAY IN RETURN OF EQUITAINEER OR RETURN OF EQUITAINEER IN IRREPAIRABLE CONDITION WILL RESULT IN A CHARGE OF \$250.00. If a disposable container is used, the Purchaser will be charged the cost of the container plus the shipping cost for each semen delivery. The disposable containers do not need to be returned to Rolling Stone Farm. Purchaser's Federal Express Account number can be used to cover the shipping costs for the disposable semen container or Equitainer.

c. A valid PayPal account used to pay for collection fees and shipping costs needs to be on file with Rolling Stone Farm prior to ordering semen.

d. If Purchaser elects to not use PayPal, the following deposits will be required prior to ordering semen: A deposit of \$500.00 will be applied towards the following costs:

- \$250.00 Semen Shipping Container Deposit. All semen shipping costs will be deducted from this deposit and the subsequent balance will be refunded at the end of the calendar year. If disposable shipping containers are used, the cost of the disposable shipping container plus the shipping cost for each semen delivery will be deducted from this deposit. The disposable containers do not need to be returned to Rolling Stone Farm. Purchaser's Federal Express Account number can be used to cover the shipping costs for the disposable semen container or Equitainer. ANY DELAY IN RETURN OF EQUITAINEER OR RETURN OF EQUITAINEER IN IRREPAIRABLE CONDITION WILL RESULT IN FORFEIT OF CONTAINER DEPOSIT.
- \$250.00 Lab Fee. This is an initial charge and covers the first two collections for one breeding season. Additional collections necessary for rebreeding will be billed at a cost of \$125.00 per collection. Any unused portion of this lab fee will be refunded at the end of the breeding season.

A stallion certificate of Service (required to register the foal) will be sent to the Owner or Lessee of the Mare only after all costs associated with the breeding of the mare have been paid in full.

e. Approximate transportation costs are as follows:

- Federal Express, via Priority Overnight (when available), insured for \$250 will be charged to the PayPal account on file or deducted from Container Deposit at cost.

- \$50 additional charge will be charged for collections needing to be driven by Rolling Stone Farm to the Lehigh Valley Airport Federal Express drop off location due to a late collection request

ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE SHIPPED.

Ship the semen to: (This MUST be filled in)

Name* _____

Address (No P.O. Boxes)* _____

Phone Number* _____

Nearest Airport for counter to counter airline shipment if needed:* _____

Federal Express Account number to use for shipping of disposable semen container or

Equitainer (optional) _____

3. RESERVATIONS FOR TRANSPORTED SEMEN:

a. The Purchaser expects the following month for the initial semen order * _____

b. Purchaser must notify Rolling Stone Farm of the requested collection by at least 1 P.M. (Eastern Time) on the day semen is to be shipped. Rolling Stone Farm understands the unpredictability of cycling mares, but Rolling Stone Farm appreciates being kept apprised of the estimated day, exact destination and method of shipment as early as possible before requested collection date.

c. All requests for the semen shipments shall be filled as received, subject to availability of Stallion's semen and farm veterinarian's approval. If there is insufficient semen to fill orders of a given day, the farm veterinarian will determine which orders will be honored. This decision will be based on the information provided by the purchaser's veterinarian.

d. Purchaser understands that Stallion may be competing away from the Farm during the breeding season. Rolling Stone Farm shall give notice by phone or email of the Stallion's competition schedule to all Purchasers who have paid in full.

e. Purchasers who have received two shipments of semen without pregnancy will be expected to involve their veterinarian and Rolling Stone Farm in consultation to establish problems and their suggested solutions.

4. CONDITIONS:

a. Stallion service will be provided only to healthy mares in sound breeding condition. In the case of a barren mare, Rolling Stone Farm suggests a recent negative intrauterine culture certificate (within 60 days of breeding). In some cases, a uterine biopsy and/or Progesterone assay may be requested by Rolling Stone Farm.

b. The Mare must be examined by a licensed veterinarian between 45 and 55 days after the last day bred and Rolling Stone Farm notified of her pregnancy status within 10 days after said examination or all guarantees are null and void.

5. RETURN OF SERVICE: Purchaser shall not be entitled to a refund of fees unless conditions in item 6 are present. However, the Mare shall have the right of return to Stallion's service in the following breeding season or the one after that only in the following circumstances:

a. If the Mare does not settle during the present breeding season or the following season, she is

eligible for the return of service to the same stallion if the Purchaser submits a veterinarian's certificate of barrenness. The Purchaser recognizes Rolling Stone Farm's right to require a negative intrauterine culture certificate prior to the Mare's return to service.

b. If the Mare is examined to be in foal but becomes barren during gestation, she is eligible for return if Rolling Stone Farm receives a certificate of barrenness from a veterinarian within five days of examination.

c. If the Mare produces a live foal that is unable to stand alone and nurse and subsequently dies, a veterinarian certificate must be provided to Rolling Stone Farm within five days from the date of death.

d. In each and all cases the required veterinarian certificates shall affirm that the mare had been immunized for equine rhinopneumonitis in the 5th, 7th, and 9th month of pregnancy. Where appropriate, the certificates shall also confirm that the mare was properly cared for during gestation and was attended during foaling. Rolling Stone Farm's timely receipt of required certificates is a condition precedent to any return.

e. All rights of return to the Stallion are subject to prepayment of costs in Item 2. Fees.

6. REFUND OF FEES: This agreement shall be null and void and the Purchaser shall be entitled to a refund of any amount paid if the stallion should die or become unfit for service prior to serving the mare in the current breeding season.

7. NON-ASSIGNMENT: This agreement cannot be transferred or assigned by the purchaser without written permission of Rolling Stone Farm. There shall be no right of return to the Stallion if the mare is sold or otherwise changes ownership after being served by the Stallion without written permission of Rolling Stone Farm.

8. WARRANTY: Rolling Stone Farm and/or stallion owner is not responsible for lost, delayed or damaged semen. Rolling Stone Farm and/or stallion owner makes no representation or warranties of any kind with respect to any semen furnished hereunder except that it is from the appropriate stallion and that it has been examined microscopically for morphology and motility and extended properly before being sent to Purchaser. All warranties or merchant ability and fitness for purpose are hereby excluded.

9. GOVERNING LAW: This contract shall be governed by the laws of the Commonwealth of Pennsylvania and shall be binding upon the parties hereto and their personal representatives.

Stallion Manager signature: *Maurine (Mo) Anderson* Date 03/09/2020

Purchaser signature:* _____ Date:* _____

A signed copy of this contract will be mailed to the Purchaser upon approval.