

FALCON RIDGE STABLES

Woodstock, Georgia

STALLION SERVICE AGREEMENT

This stallion service contract entered into this _____ day of _____, 2005 is by and between _____ hereinafter known as "Mare Owner" and Falcon Ridge Stables, hereinafter known as "Stallion Owner," do hereby agree to breed the stallion Riesling Reg. No. DE 431 313805101 to the mare _____ for a live foal subject to the following conditions:

1. **Purchase of Breeding:** Stallion Owner hereby sells and Mare Owner hereby purchases a 2005 breeding service. Breeding season to begin February 1 through October 1.
2. **Stallion Service Purchase Price:** Mare Owner agrees to pay to the Stallion Owner a fee of \$600 in US funds of which \$150 will be considered a non-refundable booking fee. Payment is due before first order of semen.
3. **Semen Shipping Fees:** In addition to the stallion service price set for above, Mare Owner agrees to the following for each semen shipment:
 - a. Pay Stallion Owner before each semen shipment a transported semen fee of \$50 to cover costs related to the collection and handling.
 - b. For shipped semen, Mare Owner pays \$35.00 for purchase of a disposable container. A new container must be purchased for each semen order.
 - c. Mare Owner pays all related transport costs.
 - d. Mare Owner agrees to pay any additional related collection costs, if applicable.

In the event that Mare Owner fails to make timely payment to Stallion Owner under this agreement, Stallion Owner reserves the right to impose, after 10 days from the date any such payment is due, a late fee of 18% per annum on all unpaid sums. A business purpose as to this transaction is mutually understood.

4. **Ordering Semen:** Mare Owner must notify Stallion Owner a minimum of 24 hours prior to shipment date.
5. **Live Foal Guarantee:** This contract includes a live foal guarantee. A live foal is defined as a newborn foal that stands and nurses. Stallion Owner will provide a

return privilege provided that a licensed veterinarian submits a statement of occurrence within 5 days.

6. **Extinguishment of Foal Guarantee/Damages:** The purchase price set forth in paragraph 2 above, shall either be retained by or become immediately due and payable to Stallion Owner as liquidated damages and the live foal guarantee above becomes null and void if Mare Owner fails to pay fees under this contract or breeds the mare to another stallion in the current breeding season, without written permission from Stallion Owner.
7. **Stallion Owner's Warranties and Disclaimers:** Stallion Owner makes the following warranties and disclaimers and Mare Owner accepts each:
 - a. Stallion Owner is the sole owner of the stallion referenced in paragraph 1, above, and has full authority and power to transfer title to a breeding service to Mare Owner. The current breeding service granted under this agreement is free from liens and encumbrances.
 - b. Stallion Owner, its agents, employees, representatives, shall not be responsible for any disease, injury, death, theft, or accident to the mare or foal.
 - c. STALLION OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HEALTH CONDITION AND FERTILITY OF THE STALLION AND SPECIFICALLY DOES NOT WARRANT THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE BREEDING SERVICE PURCHASED UNDER THIS AGREEMENT. FURTHER, STALLION OWNER MAKES NO EXPRESS WARRANTIES OTHER THAN THOSE STATED IN PARAGRAPH 6.
8. **Mare Owner's Warranties and Disclaimers:** Mare Owner is the sole owner of said mare.
 - a. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry/registries and will pay all association fees or expenses.
 - b. Mare Owner agrees to pay Stallion Owner's cost and expenses, including attorney fees, if mare owner has breached any material term of the agreement.
9. **Release/Hold Harmless:** Mare Owner agrees to hold harmless and release owners, agents, employees, or representatives or others acting on their behalf from liability arising out of the breeding of the mare. Mare Owner agrees to hold Stallion Owner harmless if mare fails to settle for any reason.

10. **Substitute Mare/Stallion Owner's Refund Policy:** In the event of the death or incapacity of the mare, Mare Owner shall be allowed to breed a substitute mare to the stallion, provided that the Stallion Owner has given advanced approval of mare, in writing, of the proposed mare. No refunds shall be permitted for any reason. In the event that the stallion becomes unfit for breeding or dies, the breeding fee will be refunded, minus the booking fee, which is non-refundable.
11. Should mare fail to conceive in the current year, a \$150 additional booking fee must be paid for each re-breed conducted after the year of initial stallion fee booking.

Mare Owner (Signature)	Stallion Owner (Signature)
Date	Date

FEES:

Stud Fee	\$600.00
Non-Refundable \$150.00	
Booking Fee Included	
Transport Fee	\$50.00
Disposable Container Fee	\$35.00
Shipping Fees	Varies
Additional Collection Costs	Varies