

# Walnut Ridge Farm LLC

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## STALLION SERVICE AGREEMENT AND LIABILITY RELEASE

THIS STALLION SERVICE AGREEMENT AND LIABILITY RELEASE ("Agreement") is made and entered by and between \_\_\_\_\_ (hereinafter, "Mare Owner"), and Darcy L. Mullins, 4925 Oak Park Road, Marshall, WI 53559 (hereinafter, "Stallion Owner"), and for shipped semen, attending veterinarian Dr. Pat Griffin, DVM, Wild Horse Equine Veterinary Services, 2323 Eton Ridge, Madison, Wisconsin 53726, (608) 698-9994, [pagriffin@charter](mailto:pagriffin@charter); and Willow Creek Farms, 5483 Woodland Drive, Waunakee, WI 53597 (hereinafter collectively, "Breeding Facility"), on this \_\_\_\_ day of \_\_\_\_\_, for the 2010 breeding season.

Mare Owner and Stallion Owner hereby agree as follows:

1. Purchase of Breeding. Stallion Owner hereby sells and Mare Owner purchases a 2010 breeding season to the following stallion ZIPS DEE LUX, Reg. No. 340,002 (hereinafter referred to as "Stallion"), which entitles Mare Owner to breed Mare (defined in paragraph 11) to Stallion during the 2010 Breeding Season, subject to the terms and conditions of this Agreement.
2. Stallion Service Purchase Price. Mare Owner agrees to pay to Stallion Owner the total fee of \$ 400.00 in U.S. dollars. A booking fee of \$250 is due and payable to Darcy Mullins at the execution of this Agreement and the balance of the stallion service fee is due and payable when Mare Owner retakes possession of mare, or prior to shipment of semen to the location designated by Mare Owner.
3. Agreement. This Agreement is good for the breeding of one (1) Mare as stipulated in paragraph 11 and one (1) foal. Multiple foals from the same mare, or multiple foals resulting from different mares with the same breeding, will require a separate contract and breeding fee for each resulting foal should that occur. The only exception would be twins that are carried throughout term and foaled by one mare.

### PLEASE CHECK WHICH BREEDING OPTION YOU WILL BE USING.

4. Mare Care. Mare Owner agrees to pay a \$250 deposit upon arrival of Mare to Breeding Facility towards care and feeding, breeding fees, farrier, veterinary expenses, and other obligations of Mare pursuant to this Agreement incurred while in Breeding Facility's custody. Mare Owner agrees to pay charges for these services as they become due. Full payment is required when the mare is picked-up. In the event that Mare Owner fails to make timely payment to Stallion Owner or Breeding Facility of any invoice sent pursuant to this Agreement, Stallion Owner and/or Breeding Facility reserves the right to impose, after ten days from the date payment is due, a late payment fee of 18 % per annum on all unpaid sums. A business purpose for this transaction is mutually understood. *Breeding Facility will not release Mare and/or foal until all charges have been paid to Stallion Owner and Breeding Facility in full.*
5. Cooled Semen Shipping Fees. In addition to the Stallion Service Purchase Price set forth above, Mare Owner agrees to the following *for each shipment of cooled semen*.

A. Pay Breeding Facility before each semen shipment a non-refundable transported semen fee to cover costs related to collection and handling fees, Equitainer™ rental, next day delivery, or same day

air freight and courier fees;

B. Return Equitainer™ to Breeding Facility within forty-eight (48) hours after insemination. If Equitainer™ is not received within two (2) working days from shipment from Breeding Facility, Mare Owner will be assessed a \$55 daily rental fee.

6. Ordering Cooled Semen. Mare Owner must notify Stallion Owner or Attending Veterinarian a minimum of twenty-four (24) hours prior to shipment date. Shipments are Monday, Wednesday and Friday for Tuesday, Thursday and Saturday delivery. If shipments can be arranged alternate days, Mare Owner agrees to pay any and all additional veterinary costs and expenses that may occur associated with the change.

7. Live Foal Guarantee. If the Mare Owner's mare is barren, aborts or fails to produce a single live foal that can stand up unassisted and nurse, Stallion Owner will allow Mare Owner a return breeding privilege of the Mare to Stallion (or a substitute mare if acceptable to Stallion Owner) in the next breeding season only, *provided* that Mare Owner furnishes a satisfactory certificate issued by a licensed veterinarian attesting to either occurrence within thirty (30) days of the date of the occurrence. An additional booking fee, in the amount set forth in paragraph 2, above, must be paid for each re-breed conducted after the year of initial service; as well as any and all cooled shipped semen costs (if applicable) and all veterinary and other costs associated with the Breeding Facility. Mare Owner certifies that such abortion or death did not result from any act or omission of the Stallion Owner or Breeding Facility subsequent to the mare's departure from the Breeding Facility.

8. Color Foal Guarantee (CFG). If the resulting foal is a breeding stock, Mare Owner has the option to re-breed the same Mare to the above-mentioned stallion for ½ the current year advertised stud fee, plus an additional booking fee, in the amount set forth in paragraph 2, above, must be paid for each re-breed conducted after the year of initial service; as well as any and all cooled shipped semen costs (if applicable) and all breeding, veterinary and other costs associated with the Breeding Facility. Mare Owner must notify Stallion Owner immediately of the Mare foaling, and has thirty (30) days from the birth of the breeding stock foal to notify Stallion Owner in writing to utilize the CFG.

9. Extinguishment of Foal Guarantees/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 does any of the following:

A. Fails to pay fees due under this contract;

B. Does not attempt to breed Mare (defined in paragraph 11) through at least two heat periods;

C. Breeds the Mare to another stallion in the 2010 breeding season without the written permission of the Stallion Owner; and/or

D. Fails to give rhinopneumonitis vaccination boosters to the Mare as indicated by the individual drug manufacturer as the mare progresses through her pregnancy.

10. Stallion Owner's Warranties and Disclaimers. Stallion Owner makes the following warranties and disclaimers, and Mare Owner accepts each one:

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 season to Mare Owner. The season granted under this Agreement is free from all liens and encumbrances.

B. Stallion Owner, Breeding Facility, its agents, employees, representatives, and/or assigns shall not

be responsible for any disease, injury, death, theft, or accident to the Mare (and her foal, if any).

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 SEASON PURCHASED UNDER THIS AGREEMENT. FURTHER, STALLION OWNER MAKES NO EXPRESS WARRANTIES OTHER THAN THOSE STATED IN PARAGRAPH 7.

11. Mare Owner's Warranties and Disclaimers. Mare Owner warrants to Stallion Owner as follows:

A. Mare Owner is the owner (or Lessee of record) of the mare named: \_\_\_\_\_, Reg. No. \_\_\_\_\_ [which is currently wet dry maiden], or a substitute thereto pursuant to paragraph 15 of this Agreement (collectively referred to as "Mare"), which Mare Owner will present to for breeding to Stallion during the 2010 breeding season under this Agreement.

B. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry/registries and will pay all associated fees or expenses. Mare Owner will be solely responsible for blood typing resulting foal and will pay all associated fees or expenses.

C. Mare is, to Mare Owner's knowledge, free from transmittable illness or diseases. If the Mare is to be brought to the Breeding Facility, the Mare is halter broken and reasonably safe for handling and breeding. Mare Owner will allow Breeding Facility to remove rear shoes if need be. Mare Owner will allow Breeding Facility to have its veterinarian check Mare for normal breeding conditions and to perform pregnancy testing or such other veterinary services as Stallion Owner and/or Breeding Facility deems necessary. Mare Owner shall pay all fees incurred for such veterinary and/or farrier services.

D. Mare Owner will pay Stallion Owner and Breeding Facility's costs and expenses (including reasonable attorney's fees) if Mare Owner has breached any material term of this Agreement. Wisconsin law shall govern this Agreement and any modifications. If any part of this Agreement shall be determined to be in violation of applicable law, the remainder of this Agreement shall not be invalidated. Any disputes arising out of this Agreement shall be brought in a court of competent jurisdiction located in the State of Wisconsin, in or near Madison, Wisconsin. Mare owner agrees to pay any and all costs associated with collections of this debt including, but not limited to, collection agency fees, attorney fees, and court costs as applicable.

E. A photostatic copy of the mare's registration papers (both sides) shall be sent to Stallion Owner along with this Agreement and booking fee.

**12. Release/Hold Harmless. Mare Owner agrees to hold harmless and release Stallion Owner, Attending Veterinarian, Breeding Facility, and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of being on the premises of Willow Creek Farms (unless Stallion Owner, Attending Veterinarian or Willow Creek Farms caused the injury, damage, or loss intentionally or in reckless disregard for the safety of the Mare Owner).**

**Mare Owner agrees to hold harmless and release Stallion Owner, Breeding Facility, and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of the breeding, handling, or keeping of the Mare at Willow Creek Farms and/or**

**Walnut Ridge Farm LLC that may accrue from any cause whatsoever (including fire, theft, running away, accidents, illness, injuries or death) during the term of this Agreement and/or while the Mare (and foal, if any) is/are in the Breeding Facility's and/or Stallion Owner's custody and control.**

Mare Owner agrees to hold Stallion Owner and Breeding Facility harmless if Mare does not settle.

13. Wisconsin Law Warning Notice.

**WARNING--** Under Wisconsin law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of the equine activities.

**14. Indemnification. Mare Owner shall be solely responsible for all acts and behavior of Mare at all times while this Agreement is in effect. In no case shall Stallion Owner, Breeding Facility, and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf be liable for the acts and behavior of Mare unless they directly caused the injury due to gross negligence or willful and wanton misconduct on their part in breeding, handling, and/or keeping of the Mare. Mare Owner also hereby agrees to indemnify and hold Stallion Owner and Breeding Facility harmless against all damages sustained or suffered by any third person [not a party to this Agreement, including but not limited to Mare Owner's guests, visitors at The Wisconsin Equine Clinic, Inc., etc.] that were caused by the acts of the Mare, or her foal.**

15. Substitute Mare/Stallion Owner's Refund Policy. In the event of the death or incapacity of the Mare, Mare Owner shall be required to breed a substitute Mare to the Stallion, *provided* that the Stallion Owner has given advance approval in writing of the proposed substitute mare. No refunds shall be permitted. In the event of Stallion's death or unfitness for breeding, the breeding fee will be refunded but the booking fee will, at all times, be retained by the Stallion Owner.

16. Veterinary Treatment. If Breeding Facility option is selected, Mare Owner will allow a veterinarian selected by Stallion Owner to check the Mare for normal breeding conditions and to perform reasonable services Breeding Facility deems necessary (such as pregnancy testing, palpation, suturing, etc.). Mare Owner agrees to pay all fees for such services.

17. Stallion Service Certificate. Stallion Owner reserves the right to withhold issuance of a Stallion Service or Breeder's Certificate applicable to the breeding hereunder until Mare Owner is current on all payment obligations to Stallion Owner.

18. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to its subject matter. All prior promises or understandings (either oral or written) between Mare Owner and Stallion Owner shall be void unless contained in this Agreement. Modifications to this Agreement will only be valid if in writing and signed by *both* Mare Owner and Stallion Owner.

19. Assignment. This Agreement is not assignable by Mare Owner without the written permission of Stallion Owner.

20. Additional Terms and Conditions.

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**I fully understand the terms and conditions of this Agreement.**

**MARE OWNER:**

By: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**STALLION OWNER OR BREEDING FACILITY:**

By: \_\_\_\_\_

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

Date of Signature: \_\_\_\_\_

Booking Fee Received On: \_\_\_\_\_

Stud Fee Paid On: \_\_\_\_\_

**NOTE:** If Mare Owner is a partnership or business entity, Mare Owner must present sufficient proof to Stallion Owner that the signing party has authority by the entity to execute this Agreement.