

# BIRKINBROOK MASQUERADE

Heaton Romeo – Moelview Showman – Wingrove Titlight

JC#1420100

## STALLION CONTRACT FOR TRANSPORTATION OF SEMEN

2024 Total Stud Fee: \$500.00

Standing at:

Willow Hill Equestrian, Ltd

Tommy & Sarah Doyle

12265 Dolley Madison Road

Orange, VA 22960

540 672-2777 or 434 962-3226

As of the date below, this contract is by and between Willow Hill Equestrian, Ltd. (WHE) and \_\_\_\_\_ ("Mare Owner").

WITNESSETH:

By their signatures to this contract, Mare Owner confirms a reservation to breed the:

Mare: \_\_\_\_\_

Reg #: \_\_\_\_\_

Sire & Dam: \_\_\_\_\_

MARE OWNER INFORMATION:

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

Phone & Email: \_\_\_\_\_

FEDEX ACCOUNT NUMBER \_\_\_\_\_

Shipping Address for semen: \_\_\_\_\_

\_\_\_\_\_

\*Initial \_\_\_\_\_

## TERMS AND CONDITIONS

1. Mare Owner shall pay total stud fee of \$500.00 before any shipments or on-site inseminations are arranged. Mare owner shall pay a collection fee of \$300.00, (which includes a disposable Equitainer box that does not need to be returned), until mare is confirmed in-foal during present season.

**Mare owner must provide WHE a Fed-Ex account number for shipping expenses.**

2. Mare Owner shall be entitled to re-breed in 2025. The season for 2025 shall BEGIN February 15th, and END July 1<sup>st</sup>, 2025. This guarantee shall apply only if a letter is received by WHE within 6 weeks of breeding, stating insemination dates and signed by the inseminating vet, stating that the mare did not conceive. Should the mare abort, or the foal does not stand and suck, a letter stating dates of insemination, and date of loss of foal, signed by a licensed vet, must be received before rebreeding. IF THESE REPORTS ARE NOT RECEIVED BY WHE AS INSTRUCTED, ALL GUARANTEES ARE NULL AND VOID.

3. If a licensed veterinarian determines that the mare is unsuitable for breeding, Mare Owner may substitute a new mare, subject to acceptance of a new breeding mare by WHE. This substitute mare shall be bred under the same terms and conditions as the original mare.

4. In the event of breeding by transported semen, Mare Owner shall give **WHE as much advance notice of request for shipment as possible, and such request must be received no later than 5 p.m. the day prior to shipment.** Collections are available Monday through Friday for shipped semen. Weekend collections are available for local pick-up. WHE reserves the right to charge a rush fee of \$50.00 if a collection is requested the same day as needed. In addition to the booking and breeding fees, Mare Owner shall pay all FEDEX charges for transporting the semen from Willow Hill Equestrian, Ltd to Mare Owner, as well as insemination by Mare Owner's veterinarian.

5. Mare Owner is responsible for providing WHE all semen shipment expenses. Total payment of stud fee confirms the mare's reservation to breed to the stallion for the PRESENT SEASON, which shall extend from February 1st until July 1st of 2024. Collections beyond July 1<sup>st</sup> are available on a case by case basis.

6. WHE assumes responsibility only to deliver live semen in viable condition at time of delivery to Mare Owner or Agent. Mare Owner shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination, and therefore releases, discharges, indemnifies and holds harmless WHE, its employees, agents, officers and directors, from any liability for any and all damages associated therewith. Mare Owner hereby agrees to pay all expenses and attorney's fees incurred by WHE in defending any claims for which Mare Owner has agreed to release, discharge, indemnify and hold harmless WHE, its agents, employees, officers, and directors.

\*Initial \_\_\_\_\_

7. Mare Owner agrees to use the shipped semen only on the mare named above in this Contract. **In the event of embryo transfer:** Should Mare Owner flush more than one viable embryo, Mare Owner shall pay \$500.00 for every subsequent embryo to Willow Hill Equestrian, Ltd once a recipient mare is checked still pregnant on or after 60 days. A live foal guarantee does NOT apply to extra viable embryos flushed.

8. This Contract contains the entire understanding of the parties and may be modified only by a writing signed by both parties. The invalidity or enforceability of any term or provision of this Contract shall not affect the validity or enforceability of any remaining provisions hereunder. This Contract shall be constructed and governed by the laws of Virginia and the parties expressly agree that jurisdiction and venue for all disputes arising under this Contract shall be proper only in Orange County, Virginia. In the event that WHE incurs attorney's fees and/or legal costs in securing or protecting any right available to it under this Contract or under the laws of Virginia, the Customer agrees to pay said attorney's fees and costs.

Mare Owner

WHE

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

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

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

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