

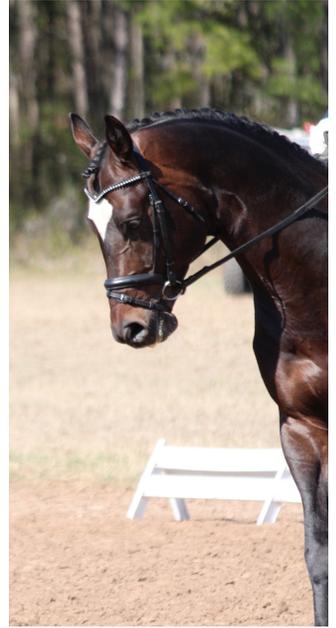
Northeast Trakehners



Stallion Service Contract (Two Years)

David and Christina Potter

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This contract made and entered into this the ____ day of _____, 20____, by and between David or Christina Potter hereinafter called "POTTER", having the mailing address hereinabove,

and _____ residing at _____

Phone #: _____ Fax #: _____ email: _____

hereinafter called "Purchaser," for the breeding of Purchaser's mare (described below) to Inamorato, 2001 ATA Approved Trakehner Stallion by Buddenbrock (hereinafter referred to as "stallion") for the present breeding season, subject to the following terms and conditions:

Purchaser's Mare: Name: _____ DOB: _____

Color and Description: _____

Registry: _____ Number: _____

Sire: _____ Dam: _____

Dam Sire: _____

Fees:

- 1) **Stallion Service Fee:** The Purchaser shall pay to Potter the selection checked below, multiple mare and Performance Mare discounts will be considered under private treaty.

____ Frozen semen by the dose with NO Live Foal Guarantee: The sum of Five-hundred (\$500.00) DOLLARS per dose (shipping will be charged at actual cost – approximately \$200.00).

____ Frozen semen with Live Foal Guarantee: The sum of One Thousand Two Hundred and Fifty (\$1250.00) DOLLARS to include 2 initial semen doses (shipping will be charged at actual cost – approximately \$200.00).

____ Fresh shipped semen with Live Foal Guarantee: The sum of One-Thousand-Two-Hundred and Fifty (\$1250.00) DOLLARS for the services of stallion (collection and shipping are charged at actual cost – approximately \$350.00).

The stallion service fee must be received prior to the shipping of any semen unless other arrangements are made in advance. A non-refundable booking fee of \$400.00 must be returned with this contract and becomes part of the total Stallion Fee for fresh semen.

- 2) **Future Year Booking Fee:** At POTTER'S discretion, if this contract is extended to more than 2 years, the Purchaser agrees to pay a Booking Fee, in the amount of Two-Hundred Dollars **\$250.00** to POTTER for each future year (beyond 2) in which the contract is extended.
- 3) This contract is for: Fresh or frozen semen to be used to inseminate the mare listed above only during this contract year or the following year unless other arrangements are agreed upon in advance between mare and stallion owner. Unused semen may not be used in additional mares without prior approval by POTTER.
- 4) Shipping: (The following fees are in addition to the fees listed hereinabove after the first shipment): The Purchaser shall be responsible for all shipping fees over and above the stallion service fee. Shipping must be arranged in advance.

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- a) Late fee of \$10.00 per day for failure to return the shipping container within five days (unless prior arrangements are made).
 - b) Container deposit: If shipping containers or contents are lost or damaged significantly, the Purchaser shall be responsible for repair or replacement cost thereof. It is required that containers be insured for a minimum \$1000.00 (or as recommended by shipper) for frozen containers.
 - c) Semen orders must be placed in advance, please notify no later than noon of the day before you plan to breed – failure to notify may make it impossible to collect and late fees may be assessed.
 - d) All orders for the shipment of frozen semen shall be filled as received.
 - e) Stallion services will be provided only to healthy mares in sound breeding condition as determined by the attending veterinarian. In the event a mare is barren, or loses the foal, or the foal does not survive the birth, the submission of a recent, intrauterine culture certificate (within 60 days) is required and the attending veterinarian must certify that the mare's immunizations for equine rhinopneumonitis (equine herpes type 1) have been kept current in order to qualify for return service.
 - f) **Mare owner will notify POTTER of insemination dates, pregnancy status, and foaling dates.** It is recommended that the mare be checked for pregnancy at 20 days or less, earlier if known to conceive twins.
 - g) The Purchaser may be required to provide a Mare Health Form, signed by a licensed veterinarian, certifying that the mare is in good physical condition prior to the shipment of semen for any bookings under paragraph E "Return of Service."
 - h) The Purchaser shall keep the mare in good physical condition throughout the pregnancy; vaccinated for rhinopneumonitis at 5, 7 and 9 months of pregnancy, and de-wormed regularly.
- 5) Return of Service (this section does not apply if frozen is purchased by the dose with no live foal guarantee): Should the mare fail to conceive, abort, or the foal fails to stand and nurse, it is the responsibility of the Purchaser to provide a written statement, within ten (10) days of the event. In any case, the Purchaser agrees to re-breed the mare or an agreed-upon substitute mare as soon as possible. The required Booking Fee, all deposits, shipping and collecting fees must be paid as herein set out for each subsequent year. The re-breeding privilege will only be granted to two subsequent years to the same mare unless special arrangements are agreed upon between stallion and mare owners.
- 6) It is understood and agreed that this Stallion Service Contract must be used within this year or the next subsequent year or it will be NULL AND VOID, ab initio, AND ALL FEES PAID SHALL BE FORFEITED.
- 7) Other Terms:
1. This contract shall be governed by the laws of the State of New Hampshire, and shall be binding on the parties, their heirs and assigns.
 2. This contract may not be assigned or transferred without the written consent of POTTER.
- 8) POTTER is not responsible for any damages which the Purchaser may sustain for lost, damaged or delayed semen, and makes no representations or warranties with respect to any semen furnished hereunder except that it is the semen of the stallion stated herein and that at the time of shipment the semen was suitable for artificial breeding.
- 9) It is agreed that the Mare must be Ultrasounded/Palpated by a licensed Veterinarian between 21 and 45 days after the last insemination and the Stallion Owner and/or Manager will be notified of the pregnancy status at that time or all Live Foal Guarantees will be Null and Void. It is also agreed that the Mare will be Ultrasounded/Palpated by a Licensed Veterinarian between 50 and 60 days after the last insemination. It is agreed that the Mare's Breeding Certificate complete with all breeding dates and Veterinary signatures will returned to the Stallion Owner at the end of the current Breeding Season.

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10) Registration with the American Trakehner Association is recommended and encouraged, the mare owner agrees to fulfill the requirements for DNA typing, fees and paperwork due the American Trakehner Association for registration.

In Witness Whereof the parties have hereunto set their hands and seals.

PURCHASER:

ACCEPTED:

DATE: _____

DATE: _____

Signature of Purchaser

Christina UH Potter and/or David C.Potter



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Address semen will be shipped to: _____

_____ Ph # _____

Closest airport _____

Please return a copy of your mare's registration certificate complete with markings



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