

Kilkenny Crest

22333 Nelson Rd, Bend, OR 97701

Phone 541.382.7555 ~ Fax 541.382.1755

Stallion Service Contract

This contract is made by and between Kilkenny Crest, LLC, ("Farm") and _____ ("Mare Owner") for breeding of the Mare _____ to Kilkenny Jasco (Joram) for the 2005 Breeding Season ("Current Breeding Season"), and is subject to the following terms and conditions:

1. Mare Owner will be using (circle one): Cooled or Frozen Semen.

2. The mare to be bred is:

Name _____
 Breed _____
 Registration No. _____
 Color _____
 Birth Date _____
 Sired by _____
 Out of _____
 Veterinarian(s) _____
 Vet Phone #s _____

The Mare Owner may not substitute another mare for breeding without prior written consent of the Farm. Embryo transplants must be pre-approved by the Farm.

3. Fees:

Mare Owner agrees to pay the Farm the following fees in US funds (plus tax if applicable):

Booking Fee	\$ 250.00	(Non-refundable, deductible from service fee)
Stallion Service Fee	1750.00	(Non-refundable, Due before shipping semen)
Shipping and Handling Fees (per shipment)	300.00	(any unused balance will be returned)
Handling fee is \$150.00 per shipment. The container must be returned clean and with no damage or Mare Owner will be charged for replacement.		

Container Deposit 500.00 (refundable at end of breeding season)

Return of Container

After receipt and use of the semen, Mare Owner agrees to return container to the veterinary office within 3 days via UPS or Federal Express 2nd Day Air. We recommend insuring the container for \$_____.

There will be a late fee of \$20.00 per day.

ALL FEES MUST BE PAID PRIOR TO SHIPPING OF SEMEN.

4. Reservation for Semen:

The Farm's receipt of the Booking Fee confirms the Mare's reservation to breed to the Stallion, Kilkenny Jasco, for the Current Breeding Season. Mare Owner must notify the Farm at least 24 hours in advance to shipping date.

5. Conditions:

Stallion Services will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian who is acceptable to both the Mare Owner and Farm.

6. Return of Service:

Mare Owner will not be entitled to a refund of fees paid under this contract except as set forth below:

If Mare does not settle during the Current Breeding Season, she is eligible to return for service of the stallion if the Mare Owner submits a veterinarian's certification to that effect. Farm may require a negative intrauterine culture certificate prior to return to service.

If the Mare is determined to be in-foal but becomes barren during gestation, she is eligible to return for service upon the Farm's receiving a veterinary certificate indicating Mare's barren state within seven days of the examination.

If the Mare has been serviced or attempts made to service her through at least two heat cycles in two successive years, but she has failed to produce a live foal which stands and nurses, the Mare Owner may substitute another mare. This request must be made in writing and the mare must be approved by the Farm.

If the Mare gives birth to a live foal that is unable to stand alone and nurse, and subsequently dies, a veterinary certificate is required within seven days of the date of death. In this case the Mare is eligible for return for service.

In all cases, a veterinary certificate is required within a timely manner that indicates the date that the Mare was immunized for equine rhino-pneumonitis during pregnancy and that proper care was given to the Mare during gestation foaling.

Mare Owner agrees to pay additional shipping charges.

7. Refund of Fees: Should the Stallion die or become unfit for service prior to serving the Mare in the Current Breeding Season, this contract shall be null and void and the Mare Owner will be entitled to a full refund of any amount paid. No refund will be entitled if the Stallion should die or become unfit for service after semen has been shipped or in any future breeding season. There will be an extinguishment of foal guarantees if the Mare Owner fails to pay or follow terms set in this contract or breeds the said mare to another stallion.
8. Non-Transfer: This contract cannot be transferred by the Mare Owner. If the Mare is sold or changes ownership after having been served by the stallion, there shall be no right of return for service to the Stallion. Farm must approve all covered mares prior to insemination.
9. Warranty: The Farm is not responsible for delayed, lost or damaged semen. The Farm assumes responsibility only to deliver live semen in viable condition at the time arranged for delivery to the Mare Owner.
10. When the above Mare Owner signs and returns a copy of this contract to the Farm, it will then be a binding contract on both parties, subject to the above terms and conditions. The contract shall be interpreted in accordance with the laws of the state of Oregon. Any action related thereto shall be brought in this state.

The Farm will make every effort within reason to accommodate the Mare owners requests.

Additional Agreements:

Mare Owner must present the Farm with:

1. Signed copy of the agreement and booking fee.
2. Copy of mare's current registration papers and performance record.
3. Mare's health records (inoculations, worming, foaling history, ...etc) if necessary.

Mare Owner's Name and Farm: _____
Shipping Address: _____
Telephone/Fax Numbers: _____
Website: _____

Payment Method (circle one): Wire Check Credit Card

The undersigned hereby accepts all of the above terms.

Dated _____

Mare Owner

Address

Phone

Farm Representative
Kilkenny Crest, LLC
22333 Nelson Rd, Bend, OR 97701
Breeding Manager - 541.610.8540

