

2018 INDY CHARGER STALLION SERVICE CONTRACT

"The goal is the foal"

MARE OWNER/BUYER:	STALLION OWNER/BREEDER:
Owner/Buyer: _____	Terri Forrest-Langworthy or Brian Langworthy
Address: _____	70905 Stubey Rd., Sturgis, Michigan 49091
City/ST/Zip: _____	Home: (269) 651-7902
Home Phone: _____ am/pm	Cell/Text: (269) 625-6217 or 6216
Work Phone: _____ am/pm	Email: BrreLhorse@aol.com
Cell Phone: _____	Breeder/Agent Signature: _____
Signature & Date: _____	Date: _____
Email: _____	

Semen will be shipped to (if known at time of contract):

Name/Vet Clinic _____

Address _____

City, State, Zip _____

Phone _____

Information

1. Breeder is the Stallion Owner or the authorized agent of the Stallion Owner and agrees to sell the Mare Owner/Buyer a breeding season to the stallion, **Indy Charger**, AQHA registration number 3520576, at a service fee of \$750. The breeding season in force for this contract shall begin March 1st and close July 31st, 2018.
2. Mare Owner/Buyer is the owner/agent of the following mare:

Mare Name: _____, Breed _____ Reg. No. _____
The Buyer may not substitute another mare for breeding without prior written consent of Stallion Owner. Embryo transplants are prohibited without written permission of Stallion Owner. This contract is subject to acceptance of the mare by Stallion Owner.

Fees, Shipping and Miscellaneous

3. **It is mandatory that Stallion Owner is given a 24 hour notice when semen is needed. Collections are made on Monday, Wednesday and Friday in the A.M. Shipment will be in the P.M.** Other collection days may be arranged with prior notice. Stallion Owners preferred shipper is Federal Express. For Friday shipments, please be sure to check that Federal Express delivers to your area on Saturday so that you can pick up/receive your shipment. **Semen is shipped on a first call, first serve basis.**
4. A **booking fee** of \$150 is to be paid with this contract and is deducted from the service fee. The service fee balance will be paid before 1st shipment of semen. Checks are made payable to Terri Forrest. Mastercard/Visa accepted with a 3% bank fee. PayPal also accepted – send to BrreLhorse@aol.com. If the mare is registered with an association

other than AQHA, please send a copy of the mare's registration papers with this contract to Stallion Owner. The mare owner recorded on the registration papers or listed on AQHA's website will be recorded on the stallion breeding report.

5. **Shipping fees: The first shipment of semen will be provided by Stallion Owner.** Each additional shipment requested will be Buyer's responsibility. The Stallion Owner agrees to ship a maximum of three shipments of live semen in a viable condition per breeding season. **Fees will be: second and third shipment - Mare Owner will pay \$150 collection fee plus actual shipping cost per shipment.**
6. **Cooled shipped semen:** The Stallion Owner assumes responsibility only to deliver live semen to the Mare Owner in a viable condition at the time of delivery. Any irregularities in semen after 24 hours are the responsibility of the receiver. Considerations will only be given for semen less than acceptable, prior to 24 hours, only after compared to other shipments and/or semen sample held back at farm for analysis.
 - A. The responsibility for conception is on the Mare Owner. Therefore a qualified, experienced licensed veterinarian competent in the use and handling of cooled semen **SHOULD** perform the insemination. The Stallion Owner, in its sole discretion, may refuse to ship semen if the Stallion Owner believes the insemination is not proper or the mare is not healthy. The Stallion Owner reserves the right to request a negative uterine culture and a uterine biopsy performed prior to shipment of semen. The Mare Owner agrees to comply with all requirements, as applicable, concerning the use and handling of cooled semen. The Mare Owner agrees to perform the insemination within twenty-four (24) hours of receipt of the shipped semen.
 - B. **Semen is shipped on a first call, first serve basis.** Please remember that a Stallion Service Contract does not guarantee semen will be available. Breeder makes no representation or warranties, expressed or implied, regarding the cooled semen delivered under this agreement, including without limitation, representations or warranties that the cooled semen will safely reach the insemination point without losing its integrity, quality or other characteristics. Breeder makes no express or implied representations or warranties regarding the delivery of the cooled semen delivered under this agreement, and shall not be responsible for delayed, lost or mishandled deliveries.
7. Should the stallion die or become unfit for breeding prior to serving the mare, a refund of the service fee paid to date by Buyer will be granted thereby canceling this contract.
8. Buyer will have a veterinarian pregnancy check the mare between 16-20 days post breeding and 45-60 days post breeding. Buyer will provide notice of pregnancy status to Breeder within 20 days of examination or all guarantees are null and void.
9. **Live foal guarantee** - Live foal means the newborn foal shall stand and nurse after delivery. This contract provides for one return breeding, in the succeeding year only, for a mare (or agreed substitute) that fails to produce a live foal to stand and nurse. Semen collection and shipping fees will be charged in the rebreed year. Stallion owner must receive proper notification from a licensed veterinarian within 10 days of occurrence. Proper notification shall be defined as follows: Written certification of abortion or death by a licensed veterinarian within ten days after the mare has slipped or produced a non-viable foal. The Buyer shall also certify that such abortion or death did not result from any act or omission by the Buyer. Buyer agrees that the Breeder, stallion owner, or any other agent of the stallion owner does not make any guarantees as to the quality, or conformation of the foal, nor that the foal will be free of any conformation defect, disease, or inherited trait.
10. **Breeder's certificate** will be issued for the foal, conceived by this mating, by the Stallion Owner when all fees and expenses have been paid in full by the Buyer and the Buyer has notified Stallion Owner that the mare has produced a live foal.
11. This agreement cannot be transferred or assigned by the Buyer. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership after being serviced by the stallion.
12. This agreement is governed and shall be construed by the laws of the state of Michigan.
13. This contract represents the entire agreement between the Stallion Owner and Mare Owner. No other agreement, promises, verbal or implied, is included unless specifically stated in the written contract. The original contract will be kept on file with Stallion Owner and a copy provided to Mare Owner. When Mare Owner and Stallion Owner have signed this contract, it will be binding on both parties, subject to the above conditions.

09/14/17