

Moserwood Farms LLC, Stallion Service Agreement

The Stallion Service Agreement for the 20__ breeding season, by and between Moserwood Farms (hereinafter referred to as the Stallion owner) and _____ (hereinafter referred to as the Mare owner) is as follows:

1. AGREED BREEDING

The Mare owner agrees to breed the specified

Mare: _____ Reg.# _____ Registry
Association: _____

to the Moserwood Farm Stallion: _____

2. BREEDING AGREEMENT

On Site Breeding

A. All presented mares shall require a negative anerobic uterine culture based on the current heat cycle. The mare must have been vaccinated and provide proof of vaccinatin for the herpes strain a minimum of 7 days prior to the first cover. The Mare owner shall assume all costs incurred by the said Mare, including, but not limited to board, farrier, vet and sedation fees if needed. Moserwood Farms assumes responsibility only to have the Mare live covered by the chosen stallion. The Mare owner will assume all liability for the Mare. It is understood there is an inherent risk in all live cover situations due to the unpredictable nature of horses.

B. If the mare owner does not wish to allow sedative to be administered to their mare if deemed necessary please notify the shed in advanced.

3. FEES AND EXPENSES

A. The stud fee for the above named Stallion shall be \$_____ and shall be payable by cash, pay pal, money order or certified check prior to the first cover, unless otherwise agreed by the Mare Owner and Stallion Owner in writing.

B. Mares that are to be boarded prior to, or during breeding at Moserwood Farms will be charged a day rate of \$20.00 per day, with or without foals until they depart. Payment in full is due prior to departure.

C. Stud fees are payable at time of service unless other wise agreed upon in writing.

D. Should the above Mare not produce a live foal (defined as stands and nurses) after the contracted breeding seasons as stipulated within this contract, the Mare owner may apply for return breeding of the mare for the subsequent year free of charge with a veterinary letter stating the mare is suitable for breeding and the reason for the barren mare of that year.

4. CONDITIONS OF ACCEPTANCE

The Mare owner acknowledges and agrees that:

1) Prior to cover of their mare, Moserwood Farms will be furnished with a Veterinarian;s Certificate of Health, and a negative uterine culture (from a recognized laboratory) certifying that the Mare is free of infection and in sound breeding condition. Moserwood Farms reserves the right to deny a cover to the Mare if Moserwood Farms has reasonable doubts as to the ability of the Mare to carry a foal to full-

term, or if the mare is showing to not have a mental or physical readiness for the cover.

2) The Mare owner agrees that this contract is only applicable for the above identified breeding season, and the subsequent breeding season only as the included guarantee describes.

3) Should the Mare owner choose to assign its rights under this contract to another, the Mare owner is required to give the Stallion owner notice of this transfer. Any transfer of this contract must be agreed to by Moserwood Farms in order for the contract to be honored. Moserwood Farms agrees not to unreasonably withhold their approval of this contract. Any transfer of the rights given within this contract will not constitute a renewal of the contract. Any time limitations stated within this contract will be assumed by the new contract holder. The Mare owner will still be liable for all unpaid fees assumed prior to the transfer of this contract. Transfer of this contract will not release the Mare owner from any obligations that the Mare owner may owe to Moserwood Farms.

5. LIMITATIONS

Should the chosen Mare not settle after three cycles, the Mare owner shall have the right to substitute a different mare, in which case the mare shall be fully identified, and a new uterine culture and veterinarian exam, pursuant to the above conditions of this contract, must be forwarded and approved by the Stallion owner before the cover may take place. The Stallion owner reserves the right to refuse the substitute mare if the Stallion owner has reasonable doubts as to the substitute mare's suitability for breeding. Moserwood Farms will breed mares on or after February 11th, and will continue to until the close of breeding season on July 3rd.

6. SERVICE GUARANTEE

In the event that in the above identified breeding season, the Mare fails to become pregnant, and/or if she fails to produce a live foal as certified by a veterinarian, the Mare owner may apply for a subsequent cover the season following the original breeding season only, for the Mare or a substitute mare, pursuant to the conditions of this contract, without incurring any additional Stud Fees. For this guarantee to apply, all other conditions of the agreement must have been met during the original breeding season, including but not limited to the veterinary exam, culture, and any related costs. This guarantee shall not apply unless:

1) Moserwood Farms is notified within forty-eight hours of delivery of the aborting foal or foal's death prior to standing and nursing; and,

2) A statement by a licensed veterinarian follows within ten days setting forth the details thereof and certifying the foal's death prior to standing and nursing. Should the above named Stallion die or become unfit for service before the first breeding cover occurs, this contract becomes null and void and the Mare owner may be refunded any money paid to the Stallion owner. Should the Stallion die or become unfit for service after the first cover has occurred, then the Mare owner will not be able to refund any monies paid to the Stallion owner. Stallion substitution if available will be offered.

7. DESIGNATED VETERINARIAN

Name _____

Address _____

Phone _____

Mare Owner

Name_____

Address_____

Phone_____

Signed_____

(Mare Owner/Lessee)

Moserwood Farms Contact information:

P.O. Box 1483

Crestwood, Ky 40014

502-807-6069