

**STALLION SERVICE CONTRACT FOR FROZEN SEMEN
BENZ RANCH, STEELE, ND
Lloyd and Virginia Benz
4465-25 Ave SE Steele, ND 58482
701-475-2847**

This agreement is made and entered into this _____ day of _____, 20____, by and between Lloyd and Virginia Benz, hereinafter designated as Stallion Manager/Owner, and _____, hereinafter designated as Mare Owner.

Mare Owner agrees to breed the mare _____, Breed and Reg. Number _____, Year Foaled _____, to the Stallion, JAZ GC DAKOTA JOE, AQHA # 4582020.

- 1.) The Stallion Service fee is \$450.00 which shall be paid in full prior to the shipment of semen. There is no charge for collection of semen.**
- 2.) The shipping fee is \$25.00 for UPS or FEDEX Over-night service which is to be paid when semen is ordered. Shipping canister is to be returned by UPS or FEDEX Ground Service at Mare Owner's expense.**
- 3.) Stallion Manager/Owner will diligently assist to settle the mare as quickly as possible, recognizing that the Mare Owner and their Vet have the responsibility of ordering semen at the proper time in the mare's estrus cycle. Except in unusual circumstances, shipments will be sent on Monday thru Thursday.**
- 4.) Neither the Stallion Owner/Manager nor any person associated with them shall be liable for the death, sickness, and/or accident to the Mare and/or foal.**
- 5.) This contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal who stands and nurses without assistance. Mare owner shall notify Stallion Manager/Owner in writing within one week of the foaling date (or the date that the Mare is proved to not be in foal or loses her foal); such notice shall be accompanied by a statement from a licensed veterinarian verifying that the foal is not "live" as defined above or has been lost as stated above. Under the foregoing circumstances it is agreed:
 - a. Stallion Owner shall give the Mare Owner a free season to the Stallion the following year to the same mare, or by mutual agreement signed by both parties, a different mare can be used.**
 - b. If Mare Owner fails to deliver the Mare or an agreed substitute for rebreeding the following year, then any and all fees are non-refundable. The right to rebreed is cancelled and Stallion/Owner is released from any further obligation whatsoever.****
- 6.) Mare Owner agrees that Stallion Manager/Owner has not made and does not make any representation or warranty as to the quality or conformation of the foal nor that the foal will be free of any infirmity, conformation defect,**

disease, or inherited trait. Stallion Manager/Owner makes no implied warranties of merchant ability, color, or fitness for a particular purpose.

- 7.) A photocopy of the registration papers of the mare must accompany the contract.
- 8.) A Breeder's certificate will be issued for the foal conceived by the mating when the stallion and shipping fees have been paid in full and container has been returned. Mare Owner will receive a Breeder's Certificate when the Stallion Owner/Manager has been notified that a live foal has been produced.
- 9.) Failure of Stallion Owner/Manager or their representatives to insist upon any of the rights, provisions or remedies contained herein shall not be deemed to be a waiver of any nature.
- 10.) Insemination should be done by a veterinarian knowledgeable of successful insemination techniques, as your mare's pregnancy depends on it. Stallion Owner/Manager shall not be responsible for costs arising from shipments lost or damaged in transit.

Breeding Arrangements: We would appreciate a call from you when you first check your mare and to be given 48 hour advance notice to Stallion Owner/Manager or Veterinarian in charge of semen: **Dr Gerald Kitto, DVM, Equine Specialist**
Sheridan Animal Hospital (701-363-2744)
222 F Avenue, McClusky, ND 58463

Mare History and Description: _____

Mare Owner Name(s) and Address as they will appear on Breeder's Certificate:

Phone _____

Cell _____

Pager _____

E-Mail _____

Mare Owner Signature(s) _____

Stallion Manager/Owner Signature(s) _____