

STALLION SERVICE AGREEMENT

DATE: _____

This Agreement, made and entered into as of the year and date set out, by and between Mel and Wendy Potter, (hereinafter "Seller") and _____

whose address is _____

_____ (hereinafter
"Purchaser").

Witness, that for and in consideration of the premises, covenants, and conditions set forth below, the parties agree as follows:

1. **Purchase of Breeding Service.** Seller now sells, assigns, and reserves a 2010 breeding to the AQHA Stallion, PC Frenchmans Hayday to Purchaser, and Purchaser hereby buys said breeding service from Seller.
2. **Mare to be Bred.** Purchaser agrees to breed the _____ (breed) broodmare, _____ (name) to the Stallion prior to June 15, 2010, without the prior written consent of Seller. Prior to the breeding, Purchaser shall complete to Seller the Mare Information Sheet provided by Seller.
3. **Stud fee.** The stud fee shall be \$ 2,000 with a \$ 1000 booking fee and a balance of \$ 1000 due when mare is determined in foal of year bred. This amount being refundable should no live foal result from the breeding.
4. **Cool Shipped Semen Charge.** Purchaser agrees to pay \$ 200 for EACH shipment of cooled semen. Collections are made Monday, Wednesday, and Friday, and we ship FedEx Next Day. We ask to be contacted by 11am to enable us to get shipment to FedEx on time.
5. **Purchaser agrees to pay Booking Fee, and the First Cooled Shipped Semen Charge, before ANY shipments will be made.**
6. **Notification.** The mare owner agrees to notify the stallion owner on the first day of heat in the cycle in which the mare is to be bred, and not less the 36 hours prior to the time that the mare is to be bred, to again notify the stallion owner of the desired time of breeding. The mare must be examined by the mare owner's veterinarian between 18 and 35 days after the last insemination, and, if not in foal, the mare owner shall notify stallion owner that additional shipment(s) of semen are required.
7. **Collection and Shipment.** The Stallion owner agrees to cause viable semen from the stallion to be collected, prepared and shipped to the

mare owner for arrival on the day requested. In the event of an airline strike, severe weather, illness, or injury to the stallion or any other unforeseen conditions preventing timely shipment of semen, the stallion owner will make every effort to provide semen on the date requested, but shall not be responsible for any condition preventing said delivery. Semen will be shipped by FedEx.

8. **Insemination.** The mare owner agrees that it is his/her responsibility to have this mare AND ONLY THIS MARE, inseminated by a qualified veterinarian or person, and to discard and unused semen.
9. **Liquidated damages.** SHOULD THE PURCHASER FAIL TO PRESENT THE MARE IN ESTROUS, HEALTHY AND IN SOUND BREEDING CONDITION DURING THE SET BREEDING SEASON, AND/OR FAIL TO PROVIDE THE MARE INFORMATION SHEET (*on farm breedings only*), SO THAT THE MARE CANNOT BE BRED, OR SHOULD THE MARE BE BRED TO ANY OTHER STALLION IN THE SUBJECT BREEDING SEASON, PURCHASER SHALL BE IN DEFAULT THEREUNDER AND LIABLE TO SELLER FOR LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO THE STUD FEE, DUE AND PAYABLE ON THE DATE SET FORTH ABOVE FOR PAYMENT OF STUD FEE OR ON THE DATE THE MARE IS BRED TO ANOTHER STALLION, WHICHEVER OCCURS FIRST, UNLESS A RELEASE FROM THIS AGREEMENT HAS BEEN OBTAINED FROM SELLER IN WRITING.
10. **Live Foal Guarantee.** If, after the breeding and payment in full of the Stud Fee, the Mare proves barren, aborts, or fails to produce a single live foal that can stand up alone and nurse, Seller will offer a return breeding the the Mare during the succeeding breeding season. Should the Mare produce twins and the Purchaser elects to register either or both of said twins, there shall be no refund of the Stud Fee; HOWEVER, IF PAYMENT IN FULL IS MORE THAN THIRTY (30) DAYS IN ARREARS, THIS LIVE FOAL GUARANTEE SHALL BE CANCELLED AND EXTINGUISHED ABINITIO PRODUCES A SINGLE LIVE FOAL THAT CAN STAND AND NURSE.
11. **Non-assignability.** This contract shall not be assigned or transferred by Purchaser without the prior written permission of the Seller.
12. **Binding.** This Contract shall be BINDING UNTIL A DUPLICATED SERVICE AGREEMENT, TO BE SIGNED BY PURCHASER, IS ON RECORD WITH THE SELLER.
13. **Representation.** Mare Owner represents that he is sole owner of the Mare (name) and that title is free and clear of any items or encumbrances.
14. **Seller NO BREEDERS CERTIFICATE WILL BE ISSUED UNTIL ACCOUNTS ARE CURRENT.**

IN WITNESS WHEREFOR, the parties hereto have affixed their hands as of the day and year below written.

Purchaser _____

Date _____

Seller _____

Date _____

For Semen, contact JoLynn Alexander at
(520)906-9133, or (520)682-5698
or George Alexander at (520)360-5385