

Topaz Farms
Julie Memler
P.O. Box 265
High Shoals, GA 30645

Stallion Service Contract

This contract made by and between **JULIE MEMLER**, of **TOPAZ FARMS** , and _____
_____ (purchaser), for the purpose of breeding the mare, _____, registration no.
_____ to the stallion, **COLLECTED REMARKS**, for the 2004 breeding season.

FEES:

A non-refundable booking fee of **\$100.00** is due at the signing of this contract.
This fee is deductible from the Stallion Service Fee of **\$750.00**.

SHIPPED SEMEN REQUESTS A cost of **\$150.00** must be paid by the mare owner for each shipment of cooled semen, this includes the cost of collection, use of the container and shipment of cooled semen by Federal Express.

****COLOR GUARANTEE**** Topaz Farms will guarantee that the mare, _____, will produce a colored foal, after being bred to Collected Remarks. If the foal is not colored by its two (2) year old birthday, the mare owner will receive a refund of half the paid breeding fee. To receive the refund, the mare owner must provide DNA testing that proves the foal is the outcome of breeding Collected Remarks to the mare, _____, a picture of the foal, and a copy of the foal's registration papers.

ALL FEES MUST BE PAID BEFORE SEMEN IS SHIPPED.

RESERVATION FOR SEMEN:

Mare owner requests following month for breeding. _____

RETURN OF SERVICE:

Mare owner shall have the right of return for Stallion's Service in the next breeding season, and in the third breeding season when:

- A) Mare does not settle during present breeding season.
- B) Mare is examined in foal but becomes barren during gestation.
- C) Mare produces a live foal that is unable to stand and nurse, and subsequently dies.

In all cases, a veterinary certificate will be required, which shall affirm that the mare was properly cared for during gestation.

The farm's timely receipt of the required veterinary certificate is a precedent to any right of return. A negative intrauterine culture is required prior to mare's return for service.

*** Mare owner may substitute another mare with prior written permission from Stallion owner.

REFUND OF FEES:

This contract shall be null and void and the mare owner shall be entitled to a refund of Stallion Service Fee if the Stallion should die or become unfit for service prior to servicing the mare in the present breeding season.

BREEDER'S CERTIFICATE:

A breeder's certificate will be issued upon birth of live foal.

NON-ASSIGNMENT:

This contract cannot be assigned or transferred by Mare owner. If the mare is sold or transferred after having been serviced by the Stallion, there shall be no right of return to the Stallion without the express written permission of Stallion owner.

This contract shall be governed by the laws of the commonwealth of Georgia.

THIS IS A BINDING CONTRACT ON BOTH PARTIES, SUBJECT TO THE TERMS AND CONDITIONS STATED.

Mare Name _____ **Age:** _____

Breed _____ **Registration #** _____

Dam _____ **Sire** _____

Printed name _____ **Phone** _____

Address _____

Signature of mare owner _____

Signed this _____ **day of** _____ **year** _____