

Liberty Gold DE 431 318315801

Elite Hanoverian Stallion

STALLION CONTRACT FOR TRANSPORTATION OF SEMEN
2017 Total Stud Fee: \$1,800.00 (includes \$300 booking fee)

Standing at:

Willow Hill Equestrian, Ltd

Tommy & Sarah Doyle

12265 Dolley Madison Road

Orange, VA 22960

540 672-2777 or 434 962-3226

As of the date below, this contract is by and between Willow Hill Equestrian, Ltd. and
_____ ("Mare Owner").

WITNESSETH:

By their signatures to this contract, Mare Owner confirms a reservation to breed the

Mare: _____

Reg #: _____

Sire: _____

Dam: _____

TERMS AND CONDITIONS

1. Mare Owner shall pay a non-refundable booking fee of \$300.00. The booking fee is due and payable to Willow Hill Equestrian, Ltd. on the execution of this contract. Mare Owner shall pay the remaining stud fee of \$1,500.00 plus a collection fee of \$250.00 before any shipments are arranged. Mare owner shall continue to pay a collection fee of \$250.00 until mare is confirmed in-foal. Mare owner must provide Willow Hill Equestrian, Ltd a Fed-Ex account number or credit card number for shipping expenses.

2. Mare Owner shall be entitled to re-breed until the mare delivers a foal that stands and sucks. This guarantee shall apply only if a letter is received by Willow Hill Equestrian, Ltd. within 6 weeks of breeding, stating insemination dates and signed by the inseminating vet, stating that the mare did not conceive. Should the mare abort, or the foal does not stand and suck, a letter stating dates of insemination, and date of loss of foal, signed by a licensed vet, must be received before rebreeding. IF THESE REPORTS ARE NOT

RECEIVED BY WILLOW HILL EQUESTRIAN, LTD. AS INSTRUCTED, ALL GUARANTEES ARE NULL AND VOID.

3. If a licensed veterinarian determines that the mare is unsuitable for breeding, Mare Owner may substitute a new mare, subject to acceptance of a new breeding mare by Willow Hill Equestrian, Ltd. This substitute mare shall be bred under the same terms and conditions as the original mare.
4. In the event of breeding by transported semen, Mare Owner shall give Willow Hill Equestrian, Ltd. as much advance notice of request for shipment as possible, and such request must be received no later than 10 a.m. the day prior to shipment. In addition to the booking and breeding fees, Mare Owner shall pay all reasonable and actual cost of transporting the semen from Willow Hill Equestrian, Ltd to Mare Owner, as well as insemination by Mare Owner's veterinarian.
5. Mare Owner shall reimburse Willow Hill Equestrian Ltd. for all semen shipment expenses. There will be a \$50.00 late fee if Equitainer is not returned to Willow Hill Equestrian, Ltd within five (5) days of shipment. Mare Owner must pay \$250.00 to Willow Hill Equestrian, Ltd if Equitainer is not received in reusable condition. The booking fee confirms the mare's reservation to breed to the stallion for the PRESENT SEASON, which shall extend from February 1st until August 1st of 2012.
6. Willow Hill Equestrian, Ltd assumes responsibility only to deliver live semen in viable condition at time of delivery to Mare Owner or Agent. Mare Owner shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination, and therefore releases, discharges, indemnifies and holds harmless Willow Hill Equestrian, Ltd., its employees, agents, officers and directors, from any liability for any and all damages associated therewith. Mare Owner hereby agrees to pay all expenses and attorney's fees incurred by Willow Hill Equestrian, Ltd. in defending any claims for which Mare Owner has agreed to release, discharge, indemnify and hold harmless Willow Hill Equestrian, Ltd., its agents, employees, officers and directors.
7. Mare Owner agrees to use the shipped semen only on the mare named above in this Contract and shall have a licensed veterinarian verify in writing that the shipped semen has been used only to inseminate the mare named above in this Contract.
8. The live foal guarantee mentioned in paragraph 2 above is expressly contingent upon Mare Owner properly caring for the pregnant mare. Proper care shall include, but shall not necessarily be limited to proper feeding and nutrition, regular de-worming with products approved for pregnant mares, and vaccinations that are customary in Mare Owner's geographical area.

9. Mare Owner may not assign any rights or delegate any duties under this Contract without the prior written consent of Willow Hill Equestrian, Ltd.

10. No delay of failure by Willow Hill Equestrian, Ltd. to exercise any right under this Contract shall be deemed a waiver of any right of remedy otherwise available to Willow Hill Equestrian, Ltd.

11. This Contract contains the entire understanding of the parties and may be modified only by a writing signed by both parties. The invalidity or enforceability of any term or provision of this Contract shall not affect the validity or enforceability of any remaining provisions hereunder. This Contract shall be constructed and governed by the laws of Virginia and the parties expressly agree that jurisdiction and venue for any and all disputes arising under this Contract shall be proper only in Orange County, Virginia. In the event that Willow Hill Equestrian, Ltd. incurs attorney's fees and/or legal costs in securing or protecting any right available to it under this Contract or under the laws of Virginia, the Customer agrees to pay said attorney's fees and costs.

Date: _____

Date: _____

Mare Owner Name:

Address:

City, State, Zip:

Phone & Email:

Credit Card or Fed Ex#:

Signature:

Willow Hill Equestrian, Ltd.
Thomas and Sarah Doyle

12265 Dolley Madison Rd
Orange, VA 22960

Thmdoyle@cs.com
(540) 672-2777 Barn
(434) 962-3226 Mobile

Signature:
