



SARET & JEAN-YVES TOLA 859 543 1054 * 6824 GRIMES MILL RD LEXINGTON, KY 40515
INFO@JUMPSTARTFARM.COM WWW.JUMPSTARTFARM.COM

STALLION SERVICE AGREEMENT/frozen BWP Auction

This agreement confirms the reservation to the stallion Balta'Czar (hereinafter referred to as "the stallion") for the 2015 breeding season by the owner or lessee of the mare whose signature appears below (hereinafter referred to as the "Owner"). Owner hereby agrees to breed the mare _____ with the registration # _____, registered in the following stud book registry _____, hereinafter referred to as the "Mare") Breeding will be done by using the frozen semen supplied by Jump Start Farm (hereinafter referred to as "JSF").

Terms and Conditions:

In consideration of the mutual promises and covenants contained herein, and for valuable consideration, the parties hereto agree as follows:

1. Owner will provide a copy of Mares' registration certificate and a conformation picture of Mare to JSF.
2. The breeding fee for the semen shall be in US dollars payable on a per dose basis as follows:
 - a. All breeding fees are to be paid by buyer prior to each shipment of semen.
 - b. 2 doses of frozen semen sent separately (IE one dose per cycle).
 - c. Semen must be used in 2015 for the mare on this contract.
 - d. Semen is not resaleable or transferable.
3. Owner shall include a check in the amount of \$500 as a deposit for the shipping container with this contract. Any loss or damage to shipping container shall be the responsibility of the Owner and Owner agrees to pay for any loss or damage to shipping container at its current value. The deposit may also be applied to any unpaid costs or balances due to JSF by the Owner. If no balances are outstanding, Owner's check shall be returned to them after Mare checks safely in foal.
4. All transportation costs for the semen shall be the responsibility of the Owner. JSF shall use Owner's credit card or fed ex acct # to pay for Federal Express shipment costs. Owner agrees that the shipping container shall be returned to JSF within 4 days of receipt of semen *via the same shipping service that delivered the shipment*. A late fee of \$50.00 per day shall be assessed for each day beyond the 4 day return period for which the shipper is not returned.
5. Each shipment requires liquid nitrogen to prepare semen container and transfer semen. Owner shall pay \$150 for each shipment to prepare container and agrees to add this amount to the fees for the semen.
6. Owner agrees that only the Mare referenced in this agreement is to be bred with the supplied semen and that insemination shall be administered by a licensed veterinarian.
7. JSF shall ship frozen semen from the Stallion in viable condition when it leaves JSF to the Owner at the shipping destination designated by the Owner. JSF holds no responsibility for shipping errors, misrouting, or mistreatment of shipper by shipping company which might result in damage to frozen semen.



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- 8. JSF assumes no responsibility for any loss or damage to the 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 Owner further agrees to indemnify and hold harmless JSF, its officers employees and the Stallion Owner for any and all damages and liability.
- 9. The validity, construction, and enforcement of this agreement shall be in accordance with and governed by the laws of the state of Kentucky, USA, or current location of JSF.
- 10. Jump Start Farm assumes no responsibility for any loss or damage to the Mare. Owner shall assume all responsibilities 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 Owner further agrees to indemnify JSF its offices and employees and the stallion owner for any and all damages and liability.
- 11. This agreement, and all of its terms and conditions shall be binding upon and shall inure to the benefit if all the successors and permitted assigns of the Owner and JSF.

Owner/lessee signature

X_____

Date_____

Jump Start Farm

by_____

Date_____

Please print: Owner name_____ address_____ City _____ State_____

zip_____ telephone_____ cell phone _____ email_____

Owner's Credit card # (or fed ex acct) for Fed Ex_____ exp. Date_____

Ship to: _____

Location address_____

City, State , Zip_____

Telephone of receiving party_____