

JAMAICAN ME CAJUN

Tumalo Cascade Performance Horses

Michelle Cianflone

18989 Couch Market Rd.

Cell: 541-382-6652

STALLION OWNED BY: EQUINE OUTREACH

STALLION SERVICE CONTRACT

SHIPPED COOLED SEMEN

Standing at Desert Valley Equine Center

Dr. Tim W. Phillips

21199 N.W. Spruce Ave. Redmond, OR 97756

541-504-5299

THIS AGREEMENT is made and entered into this day and month written below between the owners of **JAMAICAN ME CAJUN** and _____ ("**Mare Owner**").

These **PARTIES** agree as follows:

1. Mare Owner agrees to breed the mare ("Mare") _____ Reg.No _____
Date of Birth _____ Dam's Name _____ to **JAMAICAN ME CAJUN standing at Desert Valley Equine Center, Redmond OR** for the _ 2008 _____ breeding season and to pay the breeding fee together with other expenses listed herein.

2. The Stallion Service Fee shall be \$600.00, plus chute Fee of \$285.00 (U.S. Dollars) **Stallion Service Fees must be PAID IN FULL prior to shipment of semen.**

3. The Stallion Service Fee shall include the following:
a. Breeding Fee
b. Booking Fee
c. Shipment provided is collected on regular breeding days: Monday, Wednesday or Friday and Desert Valley Equine Center is notified 24 Hours (During Business Hours 9-5 PST) prior to the day semen is to be shipped.

4. For each additional shipment of cooled semen, the Mare Owner will be responsible for the following:
a. \$285.00 Semen Collection Fee. (U.S. Dollars)
b. Freight to receive the shipment and to return the Equitainer Canister via Federal Express **ONLY. Disposable containers do not need to be returned.**

5. Equitainer Requirements: **Each Equitainer received must be returned to Desert Valley Equine Center within 72 hours of receipt.** In the event the Equitainer is not returned within 72 hours, the Mare Owner will be assessed a nonrefundable charge of \$50.00 per day until the Equitainer is returned. The Maximum charge will not exceed \$400.00. If disposal container is used, a fee of \$30.00 will be charged to mare owner. Container then belongs to mare owner and does not need to be returned.

6. Mare Owner shall attempt with reasonable diligence to settle mare; if however, for any reason the mare does not settle, Mare Owner will hold Michelle Cianflone (Tumalo Cascade), Desert Valley Equine Center or veterinarian harmless.

7. The breeding season for shipped semen begins February 10th and closes May 30th at which time all shipments will be discontinued.

8. If the mare does not settle in _2008_____, the Stallion Owner will honor the Stallion Service Fee on the mare originally booked (unless otherwise mutually agreed in writing between Mare Owner and Stallion Owner) for the following year **ONLY**. That following year, the Mare Owner may again ship semen, however, each shipment will incur a Collection Fee, Freight Charge and Security Deposit for the Equitainer.

9. Stallion Owner guarantees live foal from the breeding contracted for herein. Live foal is defined as a foal that stands and nurses without assistance. Should the Mare prove not to be in foal in the year bred or lose her foal, or should the foal not stand and nurse without assistance, Mare Owner shall notify Stallion Owner in writing within one week of the foaling date (or the date the Mare is proved not to 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 and upon receipt of the specified notice, it is agreed:

- a. Stallion Owner shall give to Mare Owner a free season to the Stallion, per the terms of paragraph 8, the following year **only** and to the same Mare originally booked (unless otherwise mutually agreed in writing between Mare Owner and Stallion Owner).
- b. If Mare Owner fails to deliver the Mare (or a substitute Mare if mutually agreed as stated above) for rebreeding the following year, then any and all fees paid shall not be refundable; the right to rebreed is thereby cancelled and Stallion Owner is released from any further obligation.

10. This contract shall not be transferable by Mare Owner without the prior written consent of Stallion Owner. A breeders certificate will be issued when the Mare Owner notifies **Michelle Cianflone (541-382-6652)** of the birth of the foal and only after payment of all bills due on the Mare have been received. This agreement constitutes the entire agreement between parties; any amendment to or modification of the terms of this agreement must be in writing.

11. Should it be necessary for Stallion Owner to employ an attorney to enforce any of the terms of this agreement, including collection of money owed, Mare Owner shall pay all reasonable attorney's fees, costs of suits, and other expenses reasonably related to enforcing this agreement.

12. Requirements **PRIOR** to Shipment:

- a. Original Signed Contract
- b. Payment of Stallion Service Fee
- c. Visa, MasterCard charge card number _____ Expiration Date _____
Name as it appears on card _____
- d. **COPY OF THE MARE'S REGISTRATION PAPER, BOTH SIDES.**

Approved by: _____
Date _____

Mare Owner _____
Signature of Owner _____
Address _____
City, State, Zip _____
Phone _____