

**Winley Farm LLC**  
33 Winley Crescent  
Millbrook NY 12545

Phone 845-677-3124  
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### STALLION SERVICE CONTRACT

This stallion service contract is made by and between Winley Farm LLC ("Farm"), and \_\_\_\_\_ ("Purchaser"). The contract covers the Stallion \_\_\_\_\_ who is registered, approved for breeding, and licensed with:

Verband der Zuechter des Holsteiner Pferdes: \_\_\_\_\_  
American Holsteiner Horse Association: \_\_\_\_\_  
Rhineland-Pfalz-Saar International: \_\_\_\_\_  
American Warmblood Registry: \_\_\_\_\_

**1. THE MARE:** (Name): \_\_\_\_\_ Color: \_\_\_\_\_  
By: \_\_\_\_\_ Out of: \_\_\_\_\_  
Breed: \_\_\_\_\_ Registration No.: \_\_\_\_\_

The Purchaser may not substitute another mare for breeding without prior written consent of the Farm. Embryo Transplants are also prohibited without written permission of the Farm. If the Farm approves an Embryo Transplant, the Farm is due a Stallion Service Fee (breeding Fee) for each Recipient Mare that receives an Embryo Transplant. If the Donor Mare conceives a live foal that stands and nurses, the Farm is due a Stallion Service fee (breeding fee) for the Donor Mare as well.

**2. FEES:** Purchaser agrees to pay the Farm the following fees:

- The Stallion Service Fee of \_\_\_\_\_ is due at the signing of this contract.
- A deposit of \_\_\_\_\_ will be required to cover shipping, container deposit, and handling fee. Any unused balance will be refunded at the end of the breeding season. Container must be returned clean and undamaged. After receipt and use of the semen, container must be shipped back to the farm within 3 days via UPS or Federal Express 2<sup>nd</sup> day Air. There will be a late container fee of \$20 per day.

ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE SHIPPED. IF THE DEPOSIT IS INSUFFICIENT TO COVER COSTS, PURCHASER AGREES TO PAY ALL ADDITIONAL COSTS PROMPTLY UPON DEMAND BY FARM.

**3. RESERVATIONS FOR SEMEN:** The Farm's receipt of the above Stallion Service Fee confirms the Mare's reservation to breed to the Stallion for the Present Breeding Season, which shall extend from \_\_\_\_\_ until \_\_\_\_\_. Farm agrees to provide \_\_\_\_\_ straws of frozen semen for each Stallion Service Fee paid.

**4. CONDITIONS:** Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to the Farm. In the event the Mare is barren, the Farm requires the submission of a recent negative intrauterine culture certificate (within 60 days). In some cases the Farm may also require a uterine biopsy and /or Progesterone assay. In all cases, the veterinarian must certify that the Mare's immunizations for equine rhinopneumonitis (equine herpes type 1) have been kept current.

**5. REFUND OF FEES:** This contract shall be null and void and the Purchaser shall be entitled to a refund of any amount paid hereunder if the Stallion should die or become unfit for service prior to serving the Mare in the Present Breeding Season. Purchaser shall not be entitled to any refund if the Stallion is sold, should die, or become unfit for service after semen has been shipped or in any subsequent breeding season.

**6. EXCLUSION OF WARRENTIES:** Farm and Purchaser agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties, expressed or implied (except the express warranty that semen shipped pursuant to this contract is the stallion's semen) are excluded from this transaction.

**7. REMEDIES:** Purchaser agrees that Farm shall not be liable for incidental or consequential damages resulting from any act or omission of Farm, nor shall Farm be responsible for lost, delayed, or damaged semen if the loss, delay, or damage occurred after shipment by Farm. Under no circumstances shall Farm's liability to Purchaser for any reason exceed the sum or value of Purchaser's payment to Farm under this contract.

**8. GOVERNING LAW:** This contract shall be governed by the laws New York State, and shall be binding upon the parties hereto and their personal representatives.

**9. MISCELLANEOUS TERMS:** Purchaser agrees that any sums due Farm under this contract shall be at an interest rate of 12% per annum until paid. Purchaser shall be liable for any and all costs incurred by Farm in the collection of any sums owed, including costs and attorney's fees. The parties agree that any litigation between them will be conducted in a court of competent jurisdiction in Dutchess County, New York.

**10. ENTIRE AGREEMENT:** This contract is intended by the parties to be a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all prior negotiations and representations (oral or written) having been incorporated herein. No course of prior dealings between parties, or their officers, employees or agents shall be relevant or admissible to supplement, explain or vary any of the terms of this contract.

**IN WITNESS THEREOF**, the Parties hereto have hereunto set their hands and seals.

**WINLEY FARM LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**PURCHASER (INDIVIDUAL)**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**PURCHASER (CORPORATION, PARTNERSHIP OR LLC)**

\_\_\_\_\_  
(Name of Entity)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_