

## Cielo Celeste Farm

### Stallion Service (Shipped Semen) Agreement

The undersigned **MARE OWNER** and **STALLION OWNER** agree to breed the following mare to the stallion **Colonels Gotaspot APHA #250,518** in the **2010** season:

Mare's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Sire: \_\_\_\_\_ Dam: \_\_\_\_\_ Registration #: \_\_\_\_\_

on the following terms and conditions:

1. A non-refundable booking fee of **\$500.00** per mare is due and payable at signing of the contract.
2. A non-refundable balance of **\$750.00** is payable before semen is shipped. This fee includes the stallion's service.
3. The mare owner will be responsible to pay all shipping, container, and veterinary charges associated with the shipping of semen.
4. Reservations for transported semen: Cielo Celeste Farm, receipt of the above mentioned stallion service fee confirms the mare's reservation to breed to the stallion **Colonels Gotaspot** for the breeding year of **2010**.
  - a. The Mare Owner requests the following month for breeding/collection: \_\_\_\_\_
  - b. Semen collected on a designated schedule to be included with the mare owner information package.
  - c. All requests for semen shipments shall be filed as received, subject to availability of requested stallion semen and the farm veterinarian's approval. If there is insufficient semen to fill all orders on a given day, the farm veterinarian will determine which orders will be honored. This decision will be based on information provided by the Mare Owner's veterinarian.
5. Conditions: Stallion service will be provided to only healthy mares in sound breeding condition, determined by a veterinarian acceptable to Cielo Celeste Farm. Cielo Celeste Farm requires the mare owner's veterinarian to submit a current negative intrauterine culture certificate (within 60 days) and certify the immunization for equine rhinopneumonitis (equine herpes type 1) have been kept current. There will be a **maximum of two (2) shipments** of semen.
6. Return of Service: Mare Owner shall not be entitled to a refund of fees unless conditions in item 6 are present. The mare will have the right to return to **Colonels Gotaspot** in the **2011** breeding season in the following circumstances:
  - a. If the mare does not settle during the present breeding season she is eligible to return in 2011 if the Mare Owner submits a veterinarian certificate to that effect.
  - b. If the mare is examined to be in foal but become barren during gestation, she is eligible for return if Cielo Celeste Farm receives a veterinarian certificate of barrenness within seven (7) days of examination.
  - c. If the mare produces a live foal that is unable to stand alone and nurse and subsequently dies, a veterinarian certificate must be provided to Cielo Celeste Farm within seven (7) days of death.
  - d. In each and all cases the required veterinarian certificate shall be to affirm that the mare had been immunized (see item 4 Conditions). Where appropriate, the required certificate is a condition precedent to any return.
  - e. All rights of return to the stallion are subject to prepayment of all veterinarian charges for collection, shipping, etc.
7. Refund of Fees: This agreement, shall be null and void and the Mare Owner shall be entitled to a refund of any amount paid if the stallion should die or become unfit for service prior to servicing the mare in the present breeding season.
8. Non Assignment: The agreement cannot be transferred or assigned by the Mare Owner. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership after being service by the stallion.
9. Warranty: Cielo Celeste Farm is not responsible for lost, delayed, or damaged semen and makes no representation or warranties of any kind with respect to any semen furnished hereunder except that it is the stallion named.
10. Governing Law: This contract shall be governed by the laws of the County of Santa Barbara, State of California and shall be binding upon the parties hereto and their personal representatives.

Executed on

MARE OWNER:

STALLION OWNER:

Print Name	Print Name
Signature	Signature
Address	Address
City State Zip	City State Zip
Telephone Number	Telephone Number

CIELO CLESTE FARM

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