



HERITAGE MANOR SPORTHORSES

278 E. MAIN STREET WESTMINSTER, MARYLAND 21157

PHONE 410-984-8707 FAX 717-235-4094

Stallion Service Contract

The mare named _____, owned/leased by _____ is hereby booked to the stallion _____, owned and managed by Amy M. Stika of Heritage Manor Sport Horses, LLC. (hereafter referred to as HMS) for the 2007 breeding season (February 15, 2007 to August 15, 2007). The stud fee, before discount (if any) for breeding the above mare to the named stallion is \$ _____ plus \$300 booking.

Select requested discount(s) and enter total dollar amount:

() Multiple Mare () Early Pay () Loyalty/Return Breeder () Other: _____
\$ _____ total requested discount

Discounts only considered valid and binding with stallion owner's acceptance and signature below.

\$ _____ total accepted discount _____ Stallion Owner Signature

In addition to the stud fee there is a \$300 booking fee, wholly earned and non-refundable, payable to Heritage Manor Sporthorses, and due with this contract. The booking fee includes the first collection. All costs of shipping the semen from HMS to Mare owner's facility will be borne by Mare owner.

Mare owner understands that requests for semen shipments must be made by contacting HMS at (410) 984-8707. Mare owner is expected to contact HMS upon the signing of this contract to arrange for future semen shipments. Ideally orders for fresh cooled semen must be made by calling HMS by 6:00 pm THE DAY BEFORE THE COLLECTION DAY. If less than the required notice is given, we will do OUR BEST to accommodate the request. We currently offer DAILY collections; subject to change with notice. Should semen request number change, we will notify you both by written letter & by phone.

LIVE FOAL GUARANTEE - RIGHT OF RETURN

The stud fee of _____ (including booking less discount) is due in payments to HMS (as specified below) with booking fee of \$300 due before semen is shipped or mare is bred. This stud fee guarantees a live foal from this mating, meaning the foal shall stand and suck. Should it not, mare owner shall be entitled to return breeding privileges for the same mare for two breeding seasons following the initial breeding season. A substitute mare may be allowed, only by approval of stallion owner. This guarantee shall only apply if HMS is notified within one week of foal's death. Statement by licensed Veterinarian must follow within ten days or guarantee becomes null and void. This clause is binding also in case of abortion. If the mare needs to be re-bred the following season for any reason, a new, non-refundable booking fee and container fee are payable again. This contract guarantees a return privilege for the same mare (or substitute if approved) if mare is examined by a licensed equine Veterinarian and tests not to be in foal. A written statement from the Veterinarian, attesting to the breeding state of the mare must accompany the new Mare Information Form for a return breeding the SUBSEQUENT season.

HMS assumes responsibility ONLY TO DELIVER SEMEN IN VIABLE CONDITION at the time of delivery. A licensed Veterinarian familiar with the concept and practical use of equine semen MUST administer the semen. In the event of death or inability to produce viable semen from the contracted stallion, HMS will substitute this fresh semen agreement for either frozen semen from the same or fresh semen from another HMS stallion of the mare owner's choice.

PLEASE NOTE THAT NOT EVERY MARE IS A SUITABLE CANDIDATE FOR A LIVE FOAL GUARANTEE PROGRAM. IF MARE INFORMATION FORM INDICATES THAT YOUR MARE IS NOT A GOOD RISK FOR THIS PROGRAM WE WILL RETURN ANY CHECKS UNCASHED AND WILL NOT ACCEPT THIS CONTRACT.

Customer Initials _____

Mare owner is responsible for ascertaining their mare's registry requirements for the use of transported semen and subsequent registration of foals conceived through the use of transported semen.

MARE OWNER SHALL PROVIDE BEFORE ACCEPTANCE OF CONTRACT BY STALLION OWNER:

- A complete Stallion Service Contract
- A complete Mare Health Information Form
- The Non-Refundable \$300 booking fee (payable to Heritage Manor Sport Horses, LLC.)
- A copy of Mare's registration papers (if available)& current picture (if available)
- The name, delivery address, and phone number of the equine Veterinarian that will be responsible for inseminating the mare.
- If the semen is NOT being delivered to your vet direct, please provide the shipping address.

Mare owner understands that it is to his/her advantage to make sure his/her mare receives a uterine culture and/or uterine biopsy AND cytology smear prior to breeding. A uterine culture and/or uterine biopsy AND cytology smear prior to breeding is highly recommended for barren mares or maiden mares over the age of 12 years, or any mare that has a history of breeding problems or was unable to conceive the previous breeding season.

HMS is not responsible for lost, delayed or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. All warranties or merchantability and fitness for purpose are hereby excluded.

There will be only ONE breeding certificate issued with this contract. The breeding certificate is for the mare described in this contract. The Veterinarian is responsible for inseminating ONLY the mare described in this contract, and is responsible for certifying that he/she has determined a 60 DAY PREGNANCY in the appropriate mare. HMS must be notified of the mare's pregnancy status at 60 days or all live foal guarantees are null and void. A Breeding Certificate will be issued after the conclusion of this breeding season. Mare owner agrees that the semen will only be used the mare named in this contract. If any other mare is bred without HMS written approval, then a penalty fee of three times the breeding fee is due from the mare owner named in this contract. Embryo transfers must be approved in advance, and are subject to private treaty. Unless otherwise specified, one stud fee is due for each resulting embryo.

Mare owner shall assume ALL RESPONSIBILITY for the condition of his/her 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, and therefore agrees to hold harmless stallion owner, keeper or agent from any damages associated therewith.

MARE INFORMATION:

Mare's Name: _____ Reg.# _____

Sire's Name: _____

Dam's Name: _____

Dam's Sire: _____

Mare Color & Markings: _____

Registry Desired For Foal: _____

(Please specify, if not specified we will send GOV breeding certificate)

Customer Initials _____

SHIPPING INFORMATION:

Name of Inseminating Veterinarian: _____

Vet's Phone #(s) _____ Shipping to Vet? _____ You? _____

Ship to Address _____

Special Instructions/Notes: _____

FedEx Acct# (if any) ** _____

You may use HMS' Fed Ex/UPS account. If you choose to do so, you will be responsible for any resulting charges. Once HMS receives our account statement will bill you accordingly. Please **initial here if you choose to use HMS' FedEx or UPS account. _____

2007 Fee Schedule of Fresh/Cooled Semen with LFG

ROUTINIER	\$1,200.00 (\$1,500.00 w/booking)
COROMINO	\$ 650.00 (\$ 950.00 w/booking)
RHYTHM&BLUES	\$ 600.00 (\$ 900.00 w/booking)
Booking Fee (includes 1 st collection/container)	\$300.00
Additional Collections	\$150.00
Fed Ex/UPS/Airline Shipping	At Cost
Courier to Airport	\$100.00 min. (estimate only)
Weekend Courier	\$150.00 min. (estimate only)
Disposable Containers	\$ 25.00 (ask about recycling program, no container fee collection)

In the event of a dispute, mare owner agrees that the venue all legal proceedings will be in Carroll County, MD. The mare owner agrees to pay all collection costs, including attorney fees, court costs, necessary travel expenses, postage or express mail fees, etc necessitated or reasonable incurred by HMS or collection agency if there is late payment of any fees. Mare Owner agrees to pay all fees agreed upon in this agreement, including 1.5% per month finance charges for late balances. A breeding certificate will not be issued unless all fees due to stallion owner are paid in full. If there are unpaid balances per the terms of this contract, HMS is not required to perform these services until full payment is made.

If any provision or part of any provision of this contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this contract and this contract shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability. This contract shall inure to the benefit of and be enforceable by the successors and assigns of the stallion owner and shall be binding and enforceable against the successors and assigns of the mare owner.

I agree to abide by the terms and conditions of this contract. I hereby certify that I am the mare owner named herein, or a duly authorized agent thereof, and as such have authority to enter into this contract. As witness by my signature, I also certify I have read and I understood this contract and fee schedule.

HERITAGE MANOR SPORT HORSES, LLC. IS SOLELY RESPONSIBLE FOR THE ISSUANCE OF BREEDING CERTIFICATES OF SAID STALLION. NO OTHER NAME OR SIGNER IS VALID OR LEGITIMATE ON CERTIFICATES OTHER THAN "AMY MELINDA STIKA".

THIS CONTRACT IS NON TRANSFERABLE AND IS BINDING ON BOTH MARE OWNER AND STALLION AGENT. THIS CONTRACT IS NULL AND VOID IF NOT COMPLETED IN FULL AND SIGNED

Customer Initials _____

Name of Mare Owner/Agent: _____

Signature: _____ Date: _____

Contact Phone: _____ Cell _____

Address: _____ *(Please Print)*

E-mail _____

Name of Stallion Owner/Agent: Amy Melinda Stika for Heritage Manor Sport Horses, LLC.

Signature: _____ Date: _____.

Customer Initials _____