

Pineland Farms Equestrian Center
1545 Intervale Road
New Gloucester, Maine 04260
Phone: (207) 657-6419
Fax: (207) 657-6416

STALLION BREEDING CONTRACT

THIS CONTRACT is made on this ____ day of _____, 20____, by and between **PINELAND FARMS, INC.** ("Farm") and _____ ("Mare Owner") for breeding of the mare _____, below, to the stallion _____ (the "Stallion") for the Present

Breeding Season of 20____ as described in Section 5 of this Agreement, subject to the following terms and conditions:

1. Purchase of Semen. The Mare Owner agrees to purchase from the Farm, and the Farm agrees to sell to the Mare Owner fresh, chilled or frozen semen from the Stallion (the "Semen") in connection with the breeding of the mare described in Section 3, below.

2. Termination of Contract. Contract will be terminated upon (a) the completion of the Second Breeding Season; (b) a live foal is produced; or (c) the Mare Owner's violation of any of the requirements herein, and the failure to correct violations within fourteen (14) days after written notice is received.

3. Description of Mare to be Bred. The mare to be bred (the "Mare") is described as follows:

Name: _____
Breed: _____ Color: _____
Foaled: _____ Foaled By: _____
Out of: _____ Registration No.: _____

The attached Mare Health Form and Veterinarian Certificate are hereby made a part of this Agreement. The Mare Owner agrees to use the Semen only in connection with the breeding of the Mare (described in this Section 3) by artificial insemination and for no other purpose whatsoever without the prior written permission of the Farm. Embryo transplants are also prohibited without the prior written permission of the Farm.

4. Fees. Purchaser agrees to pay to the Farm the following fees:

4.1. Breeding Fee. A total breeding fee of **\$1,500.00** is due prior to breeding and is comprised of the Booking Fee and the Stallion Service Fee.

4.1.1. Booking Fee. A non-refundable Booking Fee of **\$500.00**, which is due upon signing of this Agreement.

4.1.2. Stallion Service Fee. A non-refundable Stallion Service Fee of **\$1,000.00** (*plus Maine sales tax, if applicable*), which is due prior to shipment of the Semen to the Mare Owner.

4.2. Shipping and Handling Fee. A total of \$_____, is required to pay the fees for shipping and handling. Alternatively, the Mare Owner can provide a credit card number as listed below to the Farm and authorizes the Farm to bill all shipping and handling fees to the credit card below. The Mare Owner agrees to pay all charges in accordance with the card issuer agreement.

Visa/Mastercard (please circle one)

Number _____ Expiration: _____, 20__

Cardholder Signature _____

- Handling Fee: \$_____ per shipment.
- Shipping Fees: Airline Fees: \$_____; Federal Express Fees: \$_____;
Transportation to Airport: \$_____

All fees must be paid before the Semen will be shipped.

Shipping info:

Shipping Address _____

City _____ State/Province _____ Zip Code _____

Airport (list in order of preference) _____

Address of closest Federal Express Office _____

Will they deliver to you on Saturdays? _____

5. Reservations for Semen; Notification to Ship Semen. The Farm's receipt of the above-described Stallion Service Fee will confirm the reservation of the Mare Owner to obtain the Semen for purposes of breeding the Mare during the Present Breeding Season. The Present Breeding Season shall be the period of time from _____ to _____.

5.1. Subject to sub-section 5.3, below, semen from the Stallion will be collected only on Mondays, Wednesdays and Fridays. The Mare Owner is responsible for contacting the Farm to request shipment of the Semen (the "Semen Order"). The Semen Order must be received by the Farm by 5:00 p.m. eastern time on the business day preceding the Collection Day requested by the Mare Owner. Semen Orders transmitted by fax must be faxed to the Farm at the following fax number: (207) 657-6416.

5.2. Except as provided below, all orders for semen shipments shall be filled as received, subject to availability of the Stallion. If there is insufficient semen to fill all orders for a given Collection Day, the Farm will take into consideration information provided by the Mare Owner's licensed veterinarian but the Farm shall have the ultimate and sole discretion to determine which orders will be honored. The Farm shall not have any liability for inability to honor orders on a given Collection Day.

5.3. The Mare Owner understands that the Stallion may be competing during the breeding season and will not always be available for collection of semen. It is the Mare Owner's responsibility to contact the Farm for dates the Stallion will not be available for collection.

6. Conditions. Semen from the Stallion will only be provided to healthy mares in sound breeding condition, as determined by a licensed veterinarian acceptable to the Farm. In the event the Mare is barren, the Farm requires the submission of a recent (within 60 days) negative intrauterine culture certificate and such other reports as to the condition of the Mare as are reasonably required by the Farm, all of which shall be issued by a veterinarian reasonably acceptable to the Farm. 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.

7. Re-Breeding Rights. The Mare Owner shall not be entitled to a refund of any fees paid hereunder except as set forth in Section 8, below. Provided the Mare continues to be owned by the Mare Owner, the Mare Owner shall have the right to additional shipments of Semen during the Present Breeding Season and the next succeeding breeding season, which shall be from _____ to _____ (the "Second Breeding Season") for use in breeding the Mare, but only in the following circumstances:

7.1. If, after the first shipment of Semen during the Present Breeding Season (the "First Shipment") the Mare does not settle or the Mare is examined in foal but thereafter becomes barren during gestation and a veterinarian acceptable to the Farm issues to the Farm a certificate to that effect within five (5) days of the examination, the Mare Owner shall be entitled to a second shipment of Semen (the "Second Shipment") for use in breeding the Mare during the Present Breeding Season or the Second Breeding Season. If, after the Second Shipment, the Mare does not settle or the Mare is examined in foal but thereafter becomes barren during gestation and a veterinarian acceptable to the Farm issues to the Farm a certificate to that effect within five (5) days of the examination, the Mare Owner shall be entitled to a third shipment of Semen (the "Third Shipment") for use in breeding the Mare during the Present Breeding Season or the Second Breeding Season.

7.2. If, after the Third Shipment, the Mare does not settle or the Mare is examined in foal but thereafter becomes barren during gestation and a veterinarian acceptable to the Farm issues to the Farm a certificate to that effect within five (5) days of the examination, the Mare Owner shall only be entitled to additional shipments of Semen during the Present Breeding Season or the Second Breeding Season if the Mare Owner provides to the Farm current Medical Reports for the Mare that demonstrate to the satisfaction of the Farm that the Mare is in sound breeding condition. If the Farm receives such satisfactory Medical Reports, the Mare Owner shall be entitled to no more than three (3) additional shipments of semen during the combined period of the Present Breeding Season and the Second Breeding Season, the last two of which additional shipments shall be subject to the same conditions and prerequisites as are applicable to the Second Shipment and the Third Shipment, as set forth in sub-section 7.1.

7.3. If, as a result of attempts to breed the Mare using the Semen during the Present Breeding Season, the Mare produces a live foal that is unable to stand alone and nurse and the foal dies within forty-eight (48) hours of birth, and a veterinarian acceptable to the Farm issues to the Farm a certificate to that effect within five (5) days of the date of death, the Mare Owner shall be entitled to up to three (3) additional shipments of Semen during the Second Breeding Season, the last two of which additional shipments shall be subject to the same conditions and prerequisites as are applicable to the Second Shipment and the Third Shipment, as set forth in sub-section 7.1.

7.4. In all cases, the Mare Owner shall pay, in advance, all costs, fees and deposits set forth in Section 4.2 for each shipment of Semen.

7.5. In all cases, the required veterinary certificate shall certify that the Mare had been immunized for equine rhinopneumonitis (equine herpes type 1) during pregnancy and the date of such vaccination. If applicable and requested by the Farm, the certificate shall also confirm that the Mare was properly cared for during gestation and was attended at foaling. The Farm's timely receipt of the required veterinary certificates and Medical Reports is a condition precedent to the Mare Owner's rights under this Section 7.

In no event shall the Mare Owner be entitled to any shipments of Semen beyond the Second Breeding Season. If the Mare becomes unfit for breeding or otherwise unbreedable, the Mare Owner may substitute another mare only if approved in advance by the Farm.

8. Cancellation; Refund of Fees. In the event that the stallion should die or becomes unfit for breeding prior to any shipment of the Semen to the Mare Owner, then this Agreement shall become null and void in which the Booking Fee and Stallion Service fee (if paid) shall be refunded to Mare Owner. The Mare Owner shall not be entitled to any refund if the Stallion should die or becomes unfit for breeding after the first shipment of Semen to Mare Owner or after the Present Breeding Season.

9. Non-Assignment. This Agreement cannot be assigned or transferred by the Mare Owner. The rights under Section 7 shall not apply if the Mare is sold or otherwise changes ownership after the initial shipment of semen to Mare Owner.

10. Warranties; Disclaimers. The Mare Owner agrees that the Farm shall not be responsible for lost, delayed, or damaged Semen. The Farm makes no representations or warranties under this Agreement other than that the Semen to be shipped to

Purchaser is that of the Stallion, and **THE FARM HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE FARM BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.** Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, so the above limitations and exclusions may be limited in their application to this transaction.

11. Governing Law; Jurisdiction; Forum Selection This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard or reference to its conflicts of law provisions. In connection with any dispute arising under this Agreement, the parties irrevocably submit to jurisdiction of the courts of the State of Maine and the federal courts sitting within the State of Maine, and hereby agree that any court proceedings in connection with any dispute hereunder shall be filed in the courts of the State of Maine or the federal courts sitting within the State of Maine.

IN WITNESS WHEREOF, the parties have executed this instrument or caused this instrument to be executed by their duly authorized undersigned representatives effective as of the date first written above.

PINELAND FARMS, INC. _____

Mare Owner (Please Print Name): _____

Mare Owner (Signature): _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Work Phone: _____ Fax: _____

E-mail: _____

Date: _____

Mare's Registered Name: _____ Birth date: _____

Breed: _____ Registration No.: _____

Owner: _____ Phone No.: _____

Address _____

Date Mare Due to Foal _____ Date Last Foaled: _____

Maiden Mare? _____ Tentative Breeding Date: _____

Current Uterine Culture Results: _____

Current Uterine Cytology Results: _____

Uterine Biopsy Results, if done (include date performed and attach copy of laboratory report): _____

Any prior retained placenta? _____

Any prior Caslick's? _____

Any prior abortion? _____

Any prior early embryonic loss? _____

Any past uterine infections? _____

Foaling damage or difficulty? _____

Does the Mare cycle regularly? _____

Does the Mare show heat well? _____

Any prior or current lameness problems? _____

Last three (3) years bred were: _____, _____, _____

Last three (3) years foaled were: _____, _____, _____

Results of each Breeding: _____

How many times was mare bred to achieve a Pregnancy? _____

Most recent vaccinations and deworming; dates and products: _____

I, the undersigned, do hereby certify that I am a currently licensed veterinarian in the state in which the above-described mare (the "Mare") resides, and that on this date I have examined the Mare's physical and reproductive condition, including a uterine culture and cytology (if a non-maiden mare), and find the Mare to be in good health and in acceptable breeding condition.

Veterinarian's Name (please print)

Veterinarian's Signature

Date

VETERINARIAN CERTIFICATE

I, the undersigned veterinarian, duly licensed by the state of _____ do hereby attest that the following occurred: That at the following times and the following days, I artificially inseminated the mare _____ with the semen of the stallion _____, and said inseminations were carried out in accordance with standard veterinary practices.

FURTHER, I hereby certify that no other mare was inseminated with the stallion semen designated for this mare and that any excess thereto was promptly and properly destroyed.

FURTHER, I hereby certify that I am not an agent for Pineland Farms and that I will indemnify and hold harmless Pineland Farms, Inc. from any claims arising from the negligent, improper or ineffective insemination by me.

WITNESS my hand and seal executed this _____ day of _____ 200 _____
under the pains and penalties of perjury.

Veterinarian

WITNESS my hand and seal executed this _____ day of _____ 200 _____
under the pains and penalties of perjury.

Veterinarian

MARE INSEMINATION RECORD

1. This record must be signed by the veterinarian on every occasion that the mare is inseminated.
2. This record must be signed and stamped by the attending licensed veterinarian after examining the mare 60 to 65 days after the last day bred.
3. This record must be returned to Pineland Farms, Inc. when the mare is examined 60 to 65 days after the last day bred.

INSEMINATION DATE

VETERINARIAN SIGNATURE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I hereby examined the mare to whom this certificate pertains throughout her pregnancy and finally at 60-65 days after the last day bred and found her to be:

Date

In Foal/Not in Foal

Veterinarian

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____