



Shenandoah Gypsy Vanner Horses, LLC.

Stallion Service Agreement

This contract is for the breeding season of 2019 between **Shenandoah Gypsy Vanner Horses, LLC.** (stallion owner, and hereinafter referred to as SGVH, whose legal business address is 2221 Marion County Road, Weirsdale, Florida 32195) and

MARE owner _____

Address _____

—

Telephone _____ email _____

And is entered into agreement this _____ day of _____ 2019.

The “Stallion Owner” hereby agrees to breed to the mare known as:

_____, Reg # _____

Mare's Name

To the Gypsy Vanner stallion(s) known as **WR YOUNG LATCHO LOU**, registered with the G.V.H.S. Reg. # **GV01551F1** or **THE LEGEND OF CASTLECOMER Reg. #04200** for the Stallion Fee of \$2500.00, which includes the Booking Fee of \$500 and a Live Foal Guarantee. Collection and Shipping fees are **NOT** included. This agreement is for the 2019 breeding season which begins on February 1, 2019 and ends on June 30, 2019. Additional dates may be available but are not guaranteed.

This **AGREEMENT** is subject to the following terms and provisions with each paragraph being initialed indication acceptance.

The Stallion Fee is \$2500.00 which includes a \$500.00 Booking Fee and a Live Foal Guarantee. The non-refundable booking fee is to be paid commensurate with the signing of this **Agreement**. The balance of the Stallion Fee, \$2000.00, must be paid to the Stallion Owner (SGVH) prior to the first collection/shipping of semen.

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This **Agreement** is for the breeding of the one mare named above during the 2019 breeding season and includes a Live Foal Guarantee. The “Mare Owner” may not substitute another mare without written consent of the “Stallion Owner” in advance of the breeding.

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A live foal is defined as a newborn foal which stands and nurses after delivery, and in which case will be considered complete. If the foal is born dead, return privileges will be honored for one breeding season provided the “Stallion Owner” received a licensed veterinarian’s statement confirming death. The stallion fee will **NOT** be refunded.

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The “Mare Owner” is responsible for ALL veterinary costs incurred and associated with the collection and shipping process, on a PER collection basis, during the term of this **Agreement**. A \$300.00 collection fee is to be paid by the “Mare Owner” to the “Stallion Owner/Agent” prior to a collection. Overnight shipping costs will be based on actual charges and are the responsibility of the “Mare Owner” and must be paid to the “Stallion Owner/Agent” prior to shipment of semen. The “Stallion Owner/Agent” reserves the right to choose the collecting veterinarian and will notify the “Mare Owner” where to forward payment.

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SGVH reserves the right to accept or deny services to the mare any time prior to shipping the first collection of semen. If the services are denied all fees and deposits will be returned to the “Mare Owner”. The “Mare Owner can choose cool shipped semen or on farm by “AI” procedure only. If on site breeding is done, shipping fees do not apply. Collection fees DO apply. Mare care is \$16.00 per day and \$20.00 per day with mare and foal.

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The "Mare Owner" is also responsible for a refundable \$300.00 deposit for the shipping container. This deposit will be refunded when the container is returned undamaged with all parts intact. The "Mare Owner" is also responsible for returning the semen shipping container to the "Stallion Owner/Agent" immediately after receipt and use of the semen. The container must be received by the "Stallion Owner/Agent" no later than 72 hours after the shipment is received/used by the "Mare Owner's" Veterinarian. A Thirty Dollar (\$30.00) per day late fee will be charged to the "Mare Owner" for each additional day over 3 days. It is recommended that the "Mare Owner" insure the container for \$300.00.

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The total booking fee and stallion fee, collection and veterinary fee, shipping costs and container deposit must be paid and funds cleared prior to the first collection and shipment of semen. Costs associated with additional shipments of semen, as allowed and defined by this **Agreement** during the **Agreement** period, must be paid in full and funds cleared prior to additional shipments.

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It is the responsibility of the "Mare Owner" to ensure that the Mare is healthy to breed. The "Stallion Owner/Agent" must receive a certified document, signed by a licensed equine veterinarian, stating that the contracted mare is in sound breeding condition and is free from infection.

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Semen will only be shipped to the "Mare Owner's" licensed veterinarian. The Mare's attending licensed equine veterinarian must certify in writing with signature that only the Mare named above was inseminated and that all unused semen was destroyed, for each and every shipment.

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It is required that the Mare be monitored by a licensed equine veterinarian upon coming in season so collections and shipments are not wasted. It is also required that the Mare be examined by ultrasound performed by a licensed veterinarian between 15 and 17 days after insemination to determine if there is a pregnancy and again before day 35. Failure to have required ultrasounds will result in a loss of the Live Foal Guarantee.

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“Stallion Owner/Agent” will ship to one Mare through a total of three (3) heat cycles. If after three (3) cycles the Mare does not conceive it is required that the Mare be re-examined by a licensed veterinarian and receive a uterine culture and biopsy. The Mare will be bred through the current year only. If the mare does not conceive the stud fee will be considered liquidated and this Agreement will be considered fulfilled unless prior arrangements have been agreed upon by all parties.

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“Mare Owner” will ensure that the Mare is properly cared for and will receive all necessary deworming, vaccinations (including Pneumabort K vaccination at 5, 7 and 9 months of gestation), and veterinary care during pregnancy. Failure to comply will void the Live Foal Guarantee.

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Substitute Mare/Stallion Owners Refund Policy: In the event of the death or incapacity of the mare, the “Mare Owner” shall be allowed to breed to a substitute Mare to the Stallion provided the “Stallion Owner” has given advanced approval in writing of the proposed mare. In the event of a “Recipient Mare” being used during pregnancy with the same result, a breeding for the next season 2020 will be honored. NO refunds will be given. In the event the Stallion becomes unfit for breeding or dies, the breeding fee will be refunded minus the booking fee of \$500.00 which is non-refundable.

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Semen Order Procedure: The “Mare Owner’s” Veterinarian must inform "Stallion Owner/Agent when initial heat is detected and provide an estimated ovulation day. All orders for semen must be placed at least a full 24 hours before the day of semen is to be collected (at least 48 hours before semen is needed for insemination). Failure to give a full 24 hour notice for collections will result in an additional \$200.00 collection fee paid by the “Mare Owner”. Semen will be shipped on a first come, first serve basis.

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Ordering Semen: To order semen first contact the “Stallion Owner/Agent”:

OWNER: Barbara Williamson: - Cell: 561 308-2654 Barn: 352 269-4730

or current acting Agent - _____

Contact Number(s)- _____

Semen is collected Monday through Friday only. NO exceptions.

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The “Mare Owner” must submit a copy of the Mare’s registration papers and two clear full body photos (each side) of the Mare with the signed **Breeding Agreement**. The booking fee, the signed **Agreement** and the pictures must be made payable to and mailed to:

SHENANDOAH GYPSY VANNER HORSES, LLC
2221 Marion County Road, Weirsdale, Florida 32195.

A countersigned **Agreement** will be mailed back to the “Mare Owner”.

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Service Certificate: SGVH will provide a stallion certificate for use in registration of foal. It is the requirement of this contract that all Gypsy Vanner foals by WR YOUNG LATCHO LOU or THE LEGEND OF CASTLECOMER are submitted for registration with the G.V.H.S. We will also provide the information if you choose to additionally register the foal with another registry.

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Indemnification: Owner shall defend, indemnify and hold harmless SHENANDOAH GYPSY VANNER HORSES, LLC , its employees, owners and signatories from and against any and all losses, damages, liabilities and claims, and all fees, costs and expenses of any kind related thereto (including, without limitation, reasonable attorney's fees), arising out of, based upon or resulting from (i) any act by or omission of Mare Owner or its agents or representatives relating to or affecting the Mare, (ii) any inaccuracy or alleged inaccuracy, assert by SHENANDOAH GYPSY VANNER HORSES, LLC or any third party in a court of action, of any representation or warranty made by Mare Owner pursuant to this contract; or (iii) questions of title to the Mare and disputes concerning identity, health, soundness, engagements, pregnancy status and or produce record of the Mare.

General Provisions:

a. This Agreement is non-assignable and nontransferable without written consent.

b. This **Agreement** represents the entire **Agreement** between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated. This contract is made and entered into the State of Florida and will be interpreted under the laws of this state.

c. This contract shall be construed in accordance with and governed by the laws of the State of Florida. The Mares Owner or Buyer of semen agrees that any lawsuit or other legal proceeding between the parties shall be brought only in the Civil District of Courts of Lake County, Florida or the United States District Court for the State of Florida. The parties hereby consent to the personal and exclusive jurisdiction of said court.

d. Any notice required to be given under this **Agreement** shall be in writing and shall be delivered or sent by certified mail, regular mail, courier service, fax or email, to the address of the parties indicated below or to such other address as either party shall designate by notice to the other party.

e. Each party shall be responsible for the payment of any and all federal, state, or local taxes which may arise or be imposed as the result of its performance under this **Agreement** or as the result of the receipt of any compensation or other funds under this **Agreement**, if any.

This contract has been executed in duplicate and when signed by both parties will be a binding contract on both parties, subject to the above terms and conditions.

ENDORSEMENTS:

SHENANDOAH GYPSY VANNER
HORSES, LLC:

MARE OWNER:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

Date: _____

Date: _____

GENERAL INFORMATION (Please Print Clearly)

Mare Owner:

Address:

City: _____ State: _____ Zip: _____

Phone #'s: HOME _____ CELL: _____

FAX: _____ EMAIL: _____

If mare has foaled, how was she previously bred (circle the applicable breeding method)

Artificial Insemination via cooled semen ~ "AI" via Frozen Semen ~ Live Cover~ Maiden Mare

Mare Registry: _____ Age: _____ Color: _____
Size: _____

Registration number: _____
Copy of registration papers and photographs are required with **Agreement**.

Estimated Breeding Date: _____
Mare's Veterinarian Information:

Veterinarian Name: _____

Veterinarian Address: _____

Veterinary Phone #'s: Office _____ Cell _____

Fax _____ Other _____

Any other information you would like to supply about your Mare or Veterinarian