

**Acorn Hill Farm, Inc.**  
179 Acorn Hill Drive  
Madison, VA 22727

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### STALLION SERVICE CONTRACT

This contract made by and between Acorn Hill Farm, Inc. ("Farm") and \_\_\_\_\_ ("Purchaser") for breeding of the Mare \_\_\_\_\_ to the Stallion \_\_\_\_\_ for the Breeding Season ("Present Breeding Season"); subject to the following terms and conditions:

1. PURCHASER WOULD LIKE TO USE: Fresh Chilled Semen [ ] Frozen Semen (if available) [ ]
2. THE MARE: The mare to be bred is (Name): \_\_\_\_\_; Color: \_\_\_\_\_; Foaled: \_\_\_\_\_; By: \_\_\_\_\_; Out of: \_\_\_\_\_; By: \_\_\_\_\_; 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.

3. FEES: Purchaser agrees to pay the Farm the following fees:
  - a. A non-refundable Booking Fee of \$\_\_\_\_\_ is due at the signing of this contract. This fee is deductible from the Stallion Stud Fee.
  - b. A non-refundable Stallion Stud Fee of \$\_\_\_\_\_ is payable before Mare is bred or semen is shipped.
  - c. (For shipped semen only:) A deposit of \$\_\_\_\_\_ will be required to cover shipping, container deposit and handling fees. Any unused balance will be refunded at the end of the breeding season
    - Handling fee: \$\_\_\_\_\_ per shipment. Container must be returned clean and undamaged. If ballast bags, coolant cans or containers are missing or damaged, purchaser will be charged for replacement.
    - Container Deposit: \$\_\_\_\_\_ (refundable at the end of the breeding season).
    - Returning the Container: After receipt and use of the semen, container must be shipped back to the farm within 2 days via UPS or Federal Express 2nd Day Air. There will be a late container fee of \$20.00 per day.
    - Shipping Fees: Airline fees: \$\_\_\_\_\_ Federal Express: \$\_\_\_\_\_ (all fees subject to change without notice).

ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE SHIPPED OR MARE IS BRED. IF THE DEPOSIT IS INSUFFICIENT TO COVER COSTS,

PURCHASER AGREES TO PAY ALL ADDITIONAL COSTS PROMPTLY UPON DEMAND BY FARM.

4. 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 \_\_\_\_\_.
  - a. Fresh Chilled Semen is only collected Monday, Wednesday and Friday. All Semen orders must be received by Noon. E.T., the day before the requested collection date. Late orders will be filled if possible. Frozen Semen should be ordered at least one week before you need to breed the mare.
  - b. 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 on a given day, the Farm veterinarian will determine which orders will be honored.
  - c. Purchaser understands and accepts that the Stallion will be competing away from the farm during the breeding season and may not always be available for collection. It is the Purchaser's responsibility to contact the farm for dates the stallions will not be available for collection due to the show schedule.
  
5. CONDITIONS: Stallions 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.
  
6. RETURN OF SERVICE: Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth in 7 below. However, the Mare shall have the right of return to the Stallion's service in the following breeding season and in the third breeding season under the following circumstances:
  - a. If the Mare does not settle during the Present Breeding Season, she is eligible for return of service to the Stallion if the Purchaser submits a veterinarian's certificate to that effect.  
The Purchaser recognizes the Farm's right to require a negative intrauterine culture certificate prior to the Mare's return to service.
  - b. If the Mare is examined in foal but becomes barren during gestation, she is eligible-for return if the Farm receives a veterinary certificate of barrenness within five (5) days of the examination.
  - c. If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, a veterinary certificate must be provided within five (5) days from the date of death.
  - d. In all cases, the required veterinary certificate shall affirm that the Mare

had been immunized for equine rhinopneumonitis (equine herpes type 1) during pregnancy and the date of such vaccination. Where appropriate, 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 is a condition precedent to any right of return.

- e. If the mare becomes unfit for breeding or otherwise unbreedable, purchaser may substitute another mare. Purchaser must request this change in writing.
  - f. All rights of return to the Stallion are subject to prepayment of costs as set forth in 3 above and are limited to the specific conditions set forth in this paragraph 6.
7. **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, but Purchaser may breed to another Farm Stallion of the same or lesser Stallion Service Fee.
8. **EXCLUSION OF WARRANTIES:** 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 transactions.
9. **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 payments to Farm under this contract.
10. **GOVERNING LAW:** This contract shall be governed by the laws of the Commonwealth of Virginia and shall be binding upon the parties hereto and their personal representatives.
11. **MISCELLANEOUS TERMS:** Purchaser agrees that any sums due farm under this contract shall be at an interest at the rate of twelve percent (12%) per annum until paid. Purchaser shall be liable for any and all costs incurred by Farm in the collection of any sums owned, including costs and attorneys' fees. The parties agree that any litigation between them will be conducted in a court of competent jurisdiction in Madison County, Virginia or in the U.S. District Court for the Western District of Virginia, Charlottesville Division.

12. 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 WHEREOF, the Parties hereto have hereunto set their hands and seals.

ACORN HILL FARM, INC.

PURCHASER (INDIVIDUAL)

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

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

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

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

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

PURCHASER (CORPORATION,  
PARTNERSHIP OR LLC.)

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

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

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

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