



Stallion Service Agreement

This contract is for the breeding season of 2021 between **TAYLOR FARMS** (stallion owner, and hereinafter referred to as TF, whose legal business address is 480 Bishop Road, Ball Ground, GA 30107) and

MARE owner _____

Address _____

Telephone _____ Email _____

And is entered into agreement on this _____ day of _____ 2020.

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

_____, Reg # _____
(Mare's Registered Name) (Registry Name and Number)

To the stallion known as _____ for the Stallion Fee of \$_____, which includes the Booking Fee of \$500 and a Live Foal Guarantee. Collection and Shipping fees are **NOT** included. Any associated mare fees are **NOT** included. This agreement is for the 2021 breeding season which begins on February 1, 2021 and ends on June 30, 2021. Additional dates may be available but are not guaranteed.

Please Initial this Agreement will be for:

_____ initial **STALLION NAME** (_____)

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

The Stallion Fee is \$_____ 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, \$_____, must be paid to the Stallion Owner (TF) prior to the first collection/shipping of semen or prior to mare being covered by stallion.

_____ initial

This **Agreement** is for the breeding of the one mare named above during the 2021 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.

_____ initial

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.

_____ initial

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**. The collection fee is to be paid by the "Mare Owner" to the collecting veterinarian prior to semen being shipped. Overnight shipping costs will be based on actual charges and are the responsibility of the "Mare Owner" and must be paid 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.

_____ initial

TF reserves the right to accept or deny services to the mare any time prior to shipping the first collection of semen or prior to the first covering. If the services are denied all fees and deposits will be returned to the "Mare Owner". The "Mare Owner" can choose cool shipped semen, on farm by "AI" procedure or live cover (only if pre-approved). 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.

If mare is being live covered, please submit additional contract/agreement for the live cover. Live cover is not an option for all TF Stallions and must be pre-approved.

_____ initial

The total booking fee and stallion fee, collection and veterinary fee, and shipping costs must be paid, and funds cleared prior to the first collection and shipment of semen or prior to the first live cover. 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.

_____ initial

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.

_____ initial

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 shipment.

_____ initial

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.

_____ initial

"Stallion Owner/Agent" will ship to one Mare through a total of three (3) heat cycles or live cover 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.

_____ initial

“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.

_____ initial

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 2022 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.

_____ initial

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.

_____ initial

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

OWNER: Candace Taylor (Cell) 678-683-0909

CURRENT ACTING AGENT: Ashley Tucker (Cell) 404-993-1019

Semen is collected Monday through Friday only. NO exceptions.

_____ initial

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:

CANDACE TAYLOR at 480 BISHOP ROAD, BALL GROUND, GA 30107

or Emailed to: TAYLORFARMSGA@GMAIL.COM

Credit/debit payments are accepted upon request. A 3% fee will be applied to all credit/debit transactions.

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

_____ initial

Service Certificate: TF will provide a stallion certificate for use in registration of foal. It is the requirement of this contract that all foals by TF Stallions are submitted for registration with breed-specific registries when applicable. We will also provide the information if you choose to additionally register the foal with another registry.

_____ initial

Indemnification: Owner shall defend, indemnify and hold harmless CANDACE TAYLOR DBA TAYLOR FARMS, 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 CANDACE TAYLOR DBA TAYLOR FARMS 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 Georgia 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 Georgia. The Mare Owner or Buyer of semen agrees that any lawsuit or other legal proceeding between the parties shall be brought only in the Blue Ridge Judicial Circuit, The Courts of the Blue Ridge Judicial Circuit and Cherokee County, Georgia or the United States District Court for the State of Georgia. 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:

TAYLOR FARMS:

(Signature)

(Printed Name)

Date: _____

MARE OWNER:

(Signature)

(Printed Name)

Date: _____

GENERAL INFORMATION (Please Print Clearly)

Mare Owner: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #'s: HOME: _____ CELL: _____

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: _____ Email: _____

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