

Dark Horse Friesians, LLC
Stallion Services Agreement

We would like to take a moment to thank you for considering “Djurre út ’t Westen FB40 Sport Elite AAA” as part of your breeding program during the upcoming breeding season. Please take a moment to review and complete the following contract.

Dark Horse Friesians, LLC
Julie Miller
West Linn, OR 97068
Cell: 253-686-4560
Juliemiller@reagan.com

Below is a quick checklist of what will need to be included when returning the contract:

- Breeding fee payable to Dark Horse Friesians, LLC
- The signed and completed Contract.
- A photocopy of the Mare’s registration papers or Passport.
- Test results of Distichiasis and Five (5) Panel Testing for the Mare

Mare Owner: _____

Address: _____

Phone: _____

Email: _____

Once again, we would like to thank you for your business.

STALLION SERVICES AGREEMENT

THIS STALLION SERVICES AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____, 20____, ("Effective Date") by and between Dark Horse Friesians, LLC ("Manager") and:

Owner _____ ("Mare Owner") Email _____ Phone _____
Address _____ City _____ State _____ Zip Code _____

AGREEMENT

1. **Horse.** This Agreement pertains to Mare Owner's horse, more specifically identified as: _____ ("Mare")
Registration # _____ Breed _____ Date Foaled _____ Color _____
Mare Owner intends for the Mare to _____ carry the foal or _____ be flushed for an embryo transfer
2. **Breeding to Stallion.** Mare Owner agrees to breed Mare to the stallion, Djurre út 't Westen FB40 Sport Elite AAA, a 2017 KFPS registered Friesian ("Stallion") during the 20__ breeding season on the terms and conditions set forth in this Agreement. Mare Owner agrees to deliver to Manager a photocopy of the Mare's registration papers on or before the Effective Date. The breeding season for Stallion shall be from January 1, 20__ to July 15, 20__.
 - (a) **Embryo Transfers.** If more than 1 embryo is produced from Mare's breeding to Stallion and multiple embryos are transferred, Mare Owner shall notify Manager of same within 48 hours of the transfer of embryos. If embryo transfers result in multiple pregnancies, Mare Owner shall pay the sum of \$ _____ to Manager for each additional pregnancy prior to issuance of any breeder's certificates.
 - (b) **Breeding.** Mare Owner is responsible for breeding Mare by artificial insemination and agrees to comply with all applicable rules and regulations concerning the use and handling of semen and agrees that a licensed veterinarian will perform the insemination of Mare. **MANAGER MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO THE SEMEN, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. MANAGER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY, OR CHARACTERISTICS.**
3. **Term.** This Agreement shall commence on the Effective Date and continue until and including July 31st of the same calendar year.
4. **Fees.** In exchange for breeding Mare to Stallion, Mare Owner shall pay the fees set forth below (by check, money order, or credit card):
 - (a) **Stallion Fee.** Mare Owner shall pay \$ **1500.00** as the stallion fee for breeding Mare to Stallion. The stallion fee shall be tendered to Manager prior to the first collection for shipment thereof.
 - (b) **Stallion Transportation Fee.** In the event Mare Owner requires multiple collections to achieve pregnancy of the Mare, for every collection after the second, Mare Owner shall pay a stallion transportation fee of \$350 for each additional collection.
 - (c) **Collection and Shipping Fees.** Mare owner shall, prior to requesting fresh cooled semen, contact Summit Equine Inc. in Gervais, OR at 503-682-3898 with payment information to directly pay Summit Equine Inc. for all stallion collection and shipping fees incurred for each breeding to the Mare.
5. **Cooled, Transported Semen.** The following provisions shall apply if Mare Owner is to receive fresh cooled transported semen from Manager:
 - (a) **Reservations.** Manager makes no guarantee that semen will be available on any given day. Mare Owner is responsible for contacting Manager to determine Stallion's days of collection. The Stallion is an actively competing dressage horse, and therefore Mare Owner and Manager agree to utilize their best efforts to communicate when semen may be needed, and the Stallion's competition schedule. Collection days are Monday, Wednesday and Friday. Mare Owner is further responsible for requesting shipment of the semen before 5:00 p.m. CST on the business day proceeding Stallion's requested collection day. Mare Owner shall provide Manager with the address for shipment at the time of reservation. Manager must receive notice of cancellation of a shipment request by 8:00 a.m. CST on the requested day of shipment. If Mare Owner fails to cancel a requested shipment by that time, Manager may, in its sole discretion, charge Mare Owner a \$150.00 cancellation fee.
 - (b) **Semen Handling.** All semen will be transported in a shipment container provided by Summit Equine Inc., and can be sent anywhere in the US and Canada.
 - (c) **Shipment Limits.** Manager reserves the right, in its sole discretion, to set a limit of 1 shipment of semen per mare per breeding cycle, and no more than 5 shipments of semen per mare per breeding season.
 - (d) **CHECK HERE IF YOU ELECT TO RECEIVE FRESH COOLED TRANSPORTED SEMEN:** _____.
6. **Frozen Semen.** The following provisions shall apply if Mare Owner is to receive frozen transported semen from Manager:
 - (a) **Reservations.** Manager makes no guarantee that semen will be available on any given day. Mare Owner is responsible for contacting Manager to request shipment of the frozen semen before 5:00 p.m. CST on the business day proceeding the desired shipment date. Mare Owner shall provide Manager with the address for shipment at the time of reservation. Manager must receive notice of cancellation of a shipment request by 8:00 a.m. CST on the requested day of shipment. If Mare Owner fails to cancel a requested shipment by that time, Manager may, in its sole discretion, charge Mare Owner a \$150.00 cancellation fee.
 - (b) **Semen Handling.** All semen will be transported in a shipment container provided by Summit Equine Inc., and can be sent anywhere in the US and Canada. Manager shall provide ___ straws of frozen semen per shipment.
 - (c) **Shipment Limits.** Manager reserves the right, in its sole discretion, to set a limit of 1 shipment of semen per mare per breeding cycle, and no more than 5 shipments of semen per mare per breeding season.
 - (d) **CHECK HERE IF YOU ELECT TO RECEIVE FROZEN SEMEN:** _____.

7. **Limited Live Foal Guarantee.** Manager hereby provides Mare Owner with a limited guarantee that a single live foal will result from the breeding of Mare to Stallion. For purposes of this Section 7, "Live Foal" is defined as a newborn foal that stands alone and nurses from Mare within 24 hours of birth. If a Live Foal does not result from the breeding, Mare Owner will be entitled to rebreed Mare to Stallion in the immediately subsequent breeding season upon compliance with the terms and conditions set forth herein. This Guarantee is void unless (a) Mare is pregnancy-checked and found to be in foal prior to foaling; and (b) Mare Owner notifies Manager within 7 days of foaling that Mare did not produce a live foal and provides a statement from a licensed veterinarian to that effect. Unless otherwise agreed in writing, this Guarantee shall also be void if Mare Owner sells Mare to a third-party prior to foaling. If the Mare miscarries, proves barren after being pregnancy-checked in foal, or fails to conceive during the normal breeding season, Mare Owner may rebreed Mare to Stallion in the immediately subsequent breeding season, so long as Mare Owner provides Manager with a statement from a licensed veterinarian to that effect. Any re-breeding of Mare to Stallion will be subject to payment of a \$500.00 rebreeding fee prior to collection in the immediately subsequent breeding season. **If Mare Owner fails to exercise the right to rebreed Mare in the immediately subsequent breeding season, Mare Owner's right to rebreed will be cancelled.** There will be no live foal guarantee on vitrified embryos. Collection, Stallion Transport Fees and Shipping Fees as set forth in section 4(a) - (c) shall apply for each fresh cooled semen breeding attempt. Mare Owner agrees to provide testing results for Distichiasis testing and Five (5) Panel Testing of the Mare.
8. **Mare Substitutions.** If the Mare dies or becomes unfit to breed after execution of this Agreement but prior to breeding to Stallion, Mare Owner may transfer the breeding hereunder to a substitute mare owned by Mare Owner. Upon notification of Manager of any substitution, Mare Owner shall pay \$50.00 to Manager as a substitution fee and Mare Owner agrees to enter into a separate Stallion Services Agreement as to the substitute mare.
9. **Representations and Warranties.** Mare Owner makes the following representations and warranties to Manager, and warrants that same are true as of the Effective Date:
 - (a) **Ownership.** Mare Owner represents that he/she/it owns the Mare or has the right to possession of the Mare.
 - (b) **Vaccinations.** Mare Owner warrants that the Mare is free of all communicable diseases.
 - (c) **Testing.** Mare Owner warrants that the Mare is negative for Distichiasis and agrees to provide negative test results. Mare Owner agrees to provide the test results for the Five (5) Panel Testing of the Mare. Test results must be provided to Manager prior to any shipment of semen.
10. **No Representations as to Stallion Potential.** Manager makes no representations or warranties as to the potential of Stallion to achieve or maintain success as a producer of quality offspring.
11. **Death of Stallion.** Should Stallion die or become unfit for breeding for any reason, this Agreement shall be terminated, void and of no legal effect, and the Parties shall be relieved of any further obligation hereunder. Upon termination of this Agreement, except for those fees indicated as being non-refundable, all fees tendered by Mare Owner hereunder shall be refunded.
12. **Limitation of Liability and Indemnification.**

MARE OWNER ACKNOWLEDGES THE INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES AND IS WILLING AND ABLE TO ACCEPT FULL RESPONSIBILITY FOR HIS/HER OWN SAFETY AND WELFARE AND RELEASES MANAGER, AND ANY OTHER EQUINE OWNER OR AGENT ASSOCIATED WITH MANAGER FROM ALL CLAIMS AND LIABILITY.
15. **Late Fees.** If Mare Owner fails to make timely payment of any invoice, Manager shall have the right to add a \$50.00 late fee to the amounts due and owing to Manager by Mare Owner. If Mare Owner has not made a required payment within 10 days after payment was due to Manager, all unpaid sums shall incur interest at the maximum rate permitted under Oregon law.
16. **Default; Termination.** Notwithstanding any other provision of this Agreement, should Mare Owner remain delinquent in fee payment, or otherwise breach this Agreement, and such actions continue uncured for 30 days after Mare Owner receives notice thereof, this Agreement may be terminated by Manager at Manager's sole option. Mare Owner assumes full responsibility for, and releases Manager from, any responsibility or liability for the Mare's health, soundness, breeding condition, transportation and care.
17. **Status of Parties.** This Agreement shall not create any franchise, fiduciary, agency, partnership, joint venture, employment or special relationship between the Parties, except as expressly set forth herein.
19. **Breeder's Certificate.** Except as otherwise set forth herein, upon notification to Manager of the birth of the Mare's foal, a Breeder's Certificate will be issued to Mare Owner after all fees and expenses have been paid in full by Mare Owner to Manager.
20. **Merger, Entire Agreement and Severability.** This Agreement contains the entire understanding of the Parties concerning its subject matter and there are no oral or written promises or representations upon which Mare Owner is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by all Parties. Headings used herein are for convenience only and are not part of this Agreement. The invalidity or unenforceability of any term of this Agreement shall not affect the validity and enforceability of any other term.
21. **Waiver.** The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor delay by any Party in exercising a right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
22. **Applicable Law, Jurisdiction, Venue, Attorney's Fees, Limitations.** This Agreement shall be construed and governed by the laws of the State of Oregon and venue for all disputes shall be proper in Clackamas County, Oregon. In any dispute arising in any manner out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, including pre-litigation investigation and preparation. Any action for claims brought against Manager related to this Agreement, or any loss due to negligence, must be brought within 1 year of the date such loss occurs.

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SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

PURSUANT TO THE UNIFORM ELECTRONIC TRANSACTIONS ACT, THE PARTIES HERETO AGREE TO CONDUCT THE TRANSACTION SET FORTH BELOW BY ELECTRONICALLY TRANSMITTING AND RECEIVING DATA IN SUBSTITUTION FOR PAPER DOCUMENTS IN ACCORDANCE WITH THE PROVISIONS OF THIS STALLION SERVICES AGREEMENT.

Mare Owner Signature

Date

Julie Miller, on behalf of Dark Horse Friesians, LLC

Date