

**Windswept Stables, LLC**  
**5033 John Wayland Hwy**  
**Dayton, VA 22821**  
**(540)820-2509**  
**(540)879-5055 fax**

**Empire's Power 2010 Contract**  
**EVA Negative & Annual Vaccine**  
**AI only**

Please sign and complete. Include a copy of the mare's registration papers, a PHOTO of the mare, and copy of the negative culture & cytology. Semen collection, & AI are performed by Blue Ridge Equine. **Reservations required for mare care on farm.** Mare owner hereby gives permission for use of mare and resulting foal photos on Windswept website, ads & print materials.

### **STALLION SERVICE CONTRACT**

This contract made by and between Windswept Stables ("Farm") and \_\_\_\_\_ ("Purchaser") for breeding of the Mare \_\_\_\_\_ to the Stallion **Empire's Power** for the 2010 Breeding Season, subject to the following terms and conditions:

1. PURCHASER WOULD LIKE TO USE: Shipped Fresh Chilled Semen [ ] or AI at Windswept Stables ( )
2. THE MARE: The mare 's Registration # \_\_\_\_\_ Foaled date \_\_\_\_\_; By \_\_\_\_\_; Out of: \_\_\_\_\_; By: \_\_\_\_\_;. Purchaser agrees that he/she is the registered owner or agent of the mare to be bred.

Mare: Color \_\_\_\_\_ Age \_\_\_\_\_ Breed \_\_\_\_\_.

The Purchaser may not substitute another mare for breeding without prior written consent of the Farm. Embryo Transplants(ET) are also prohibited without written permission of the Farm. If the Farm approves an ET, the Farm is due a Stallion Service Fee for each Recipient Mare that receives an ET. If the Donor Mare conceives a live foal that stands and nurses, the Farm is due a Stallion Service fee for the Donor Mare as well.

3. FEES: Purchaser agrees to pay the Farm the following fees:
  - a. A non-refundable Recession Buster Stallion Fee of \$ 750.00, payable to Windswept Stables, before mare is bred or semen is shipped. If home lab collection is not possible, there will be a \$50 fee to transport the stallion for each collection required. Stud fee due when contract submitted via check(if time allows), or credit card or bank transfer.
  - b. Collection/shipping - \$185 must be paid to Blue Ridge Equine for first and for each subsequent collecton/ shipment/packaging. Fed-ex Shipping fee (actual charges) payable to Windswept Stables, LLC. A valid credit card must be on file prior to shipment for fees and to insure prompt and proper care and return of equitainer. **ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE SHIPPED OR MARE IS BRED.** Collection & shipping charges will be paid via credit card. Mares for AI on farm do not have shipping charges. (out of country shipments additional fee) **(For counter-to-counter delivery (AIRLINE DELIVERY), an additional fee will be assessed. Must be arranged by 4pm day before collection (EST). Fee will be determined by the industry when services are needed).**  
**A valid credit card must remain on file before the shipment using an Equitainer. Equitainers must be returned to Windswept Stables at mare owner's expense by 2<sup>nd</sup> day Fed- Ex or a \$50.00 late fee will be assessed PLUS a \$25/day rental charge for each additional day the equitainer is late. Equitainers are needed back promptly to ship to others. Damages to the Equitainer will be charged to credit card.**

**Shipping TO the Mare Owner/Vet will be provided by FedEx. Mare owner is responsible for fees to ship container back.**

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 **March 15<sup>th</sup>** until **August 15<sup>th</sup>, 2010**.

A. All orders for semen shipments shall be filled as received, subject to availability of Stallion. Non-refundable \$100 deposit required to hold booking, the deposit is applied toward the 2010 stud fee. Those paid in full ahead of time will have first priority if a conflict arises.

5. CONDITIONS: Stallions service will be provided only to healthy mares in sound breeding condition. Mare owner guarantees the mare does not have any of the following: parrot mouth, OCD, navicular, club foot or any other undesirable condition that MAY be genetic. For AI on our farm, mares will arrive on the farm halter broken, with negative coggins, current vaccines, & with a negative uterine culture/cytology taken within 30 days of breeding. In some cases the Farm may also require a uterine biopsy and/or Progesterone assay. In all cases, the vet must certify that the Mare's immunizations for equine rhinopneumonitis (equine herpes type 1) have been kept current.

On farm, recognized standards in care and supervision of the mare will be used. Nevertheless, the mare owner agrees that the stallion owner, her agents, manager and employees will not be responsible for **accidents, injury, sickness, theft, escape, or death** of the above stated mare while at Windswept Stables farm. Any veterinary care and farrier expenses incurred by the mare will be paid for by the mare owner. Vet care will be obtained & administered as deemed necessary for the health and safety of the mare. Windswept Stables reserves the right to involve vet assistance for ultrasounds and diagnosis and has permission to give cycle assistance meds at the owner's expense to insure timely and proper breeding results. If mare remains at the farm, a 14-18 day ultrasound will be performed after breeding to document results, again at the owner's expense. Windswept Stables also has owner's permission to use reasonable means to insure the safety of handlers and the stallion and the mare, to include chain, twitch and or sedation. Any mares that appear to be a danger to humans or other equine at our farm will be sent home.

The stallion owner/agent agrees to diligently try to settle the mare; however, if the mare fails to settle in (3) cycles, the stallion owner and agent shall be held blameless and the mare owner has two options (1) involve a veterinarian to determine the mare's potential problem, (2) roll the breeding over to the following year with a full breeding assessment of the mare provided to the Farm. Mare owner may substitute a mare approved by the Farm. A \$200 re-booking fee will be assessed to re-breed the mare or a substitute mare (if acceptable to Farm) the following year. Once semen is collected for the mare, or the mare live covered, there will be no refunds of the breeding fee.

The stallion owner/agent makes no warranties, expressed or implied, with respect to the health condition and fertility of the stallion and specifically does not warrant the merchantability or fitness for any purpose of the semen purchased under this agreement. The mare owner agrees that the Farm/stallion owner does not make any guarantee to the quality or conformation of the foal, nor that the foal will be free of any inherited trait, infirmity, conformation defect or disease. The Farm/stallion owner cannot offer any guarantee with regards to size of any foals which result from the semen purchased.

6. The stallion owner offers a **live foal guarantee**: if the mare does not settle during the current breeding season, aborts, or does not have a foal that stands and nurses, the mare owner will be entitled to one free rebreeding during the following breeding year, only to the above named mare

(or substitute agreeable to Farm). If the mare owner fails to provide the mare for rebreeding the following year, then any and all fees paid shall not be refunded; the right to rebreed is thereby cancelled and the Farm/stallion owner is released from any further obligation whatsoever.

Under the live foal guarantee, only the semen fee is free. A current **collection, packaging, shipment** & stallion transport fee will be assessed the following year for each shipping, collection. We do not offer live cover. The mare owner will also be responsible for mare care for the return breeding for farm AI. The live foal guarantee is completed with the mare being checked in foal after the re-breeding. The following conditions apply for a re-breeding guarantee:

A. Windswept Stable must be notified of the abortion or death of the foal within 48 hours by phone, email, or fax. A signed, written statement must follow within a week of the phone call from a licensed veterinarian stating the cause of the loss of pregnancy or death of the foal and that the foal did not stand and nurse. In all cases, the required veterinary certificate shall affirm that the Mare had been immunized for equine rhinopneumonitis 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 during the foaling. Timely receipt of the required veterinary certificate is a condition precedent to any right of return. A licensed veterinarian must check the mare in foal between 14 and 30 days after the last breeding date. A second check must be made between 60 and 90 days after the last breeding date. All pregnancy checks must be done by a licensed veterinarian with an ultrasound. Rectal palpation confirmations of pregnancy will not be accepted. The mare owner must provide notice of pregnancy status within 30 days. **Failure to do so will void the LFG right to return service.** The mare must receive the appropriate vaccinations during pregnancy. All conditions must be met under this agreement.

Should the need arise for a re-breeding under the terms above of the live foal guarantee and **Empire's Power die, be sold, or become unfit for breeding**, the mare owner can opt to be refunded the breeding fee. The collection/shipment fees will NOT be refunded. Should the above named mare die, or become unfit for breeding, the mare owner shall be entitled to breed a substitute mare that is acceptable to the stallion owner. The substitute mare must be owned by the mare owner, not a third party. A written application of substitution must be made to the Farm/stallion owner. The Farm/stallion owner is under no obligation to grant a request for the breeding of a particular substitute mare.

7. A VPBA stallion certificate will be issued to pony mare owners only after all expenses have been paid in full and upon notification of a live foal. The mare owner will be solely responsible for seeking registration of the resulting foal in the appropriate registry and will pay all associated fees and expenses.

8. The stallion owner agrees and the mare owner accepts:

**A) The mare owner or vet shall contact Windswept Stables to place a semen order by 4pm EST the day before the collection date. Advance notice is greatly appreciated. Same day or late orders will be handled on a case by case basis, depending on availability of all involved – vet, stallion, Fed Ex schedule, stallion handler, stallion owner etc and additional fees may result.**

**B) The semen has been analyzed and tested and is free from infections and contagious disease. Sperm count, motility, collection and packaging procedures meet and/or exceed**

**industry standards. Windswept Stables and Blue Ridge Equine are not responsible for loss, delayed or damaged semen and makes no representations or warranties of any kind with respect to the quality of the semen once it leaves Windswept Stables as it is no longer under their control.**

- C) Depending on the AI requirements of the stallion for the day, one or two insemination doses will be shipped. We try to ship (2) doses when possible. The stallion will be collected on a Monday- Tuesday-Wednesday-Thursday & Friday schedule. At all times the order must enable stallion owner to make arrangements for collection prior to 12noon.**
- D) The mare owner agrees to have only the mare, which is named in the contract inseminated with the shipped semen. The mare must be inseminated on the date of delivery by a licensed veterinarian.**
- E) There will be no refunds of any kind for any reason after the first collection is shipped.**

8. This contract is not valid unless completed in full. If you plan AI / mare care at Windswept Stables, you also must sign a boarding agreement. The mare owner's signature on this stallion contract certifies that he/she has read and fully understands all the terms and conditions outlined herein, and he/she accepts this contract as a legal and binding instrument on behalf of the owner, owner's heirs, successor, and assigns. This agreement constitutes the entire agreement between the parties. No other agreements, whether verbal or implied, are included. Any amendments to or modifications of the terms of this agreement must be in writing. This contract may not be transferred or assigned by mare owner without the prior written consent of the Farm/stallion owner.

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 responsible for obtaining any special permits for state to state shipment. 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 owed, including costs and attorneys' fees. The parties agree that any litigation between them will be conducted in a court of competent jurisdiction in Rockingham County, Virginia or in the U.S. District Court for the Western District of Virginia, Charlottesville Division.

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

Windswept Stables Farm or Agent

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

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

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

PURCHASER (Mare Owner)

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

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

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Cell \_\_\_\_\_

Name of Mare's Vet Clinic \_\_\_\_\_

Vet \_\_\_\_\_

Complete address for shipping of Semen

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If you are requesting Saturday delivery, have you verified that Fed Ex delivers on Saturday to your location ? Mare owner must initial \_\_\_\_\_**

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