

Char-O-Lot Ranch

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STALLION SERVICE CONTRACT *ENTENTIONS* -Shipped Cooled Semen

This Stallion Service Agreement is made and entered into this day and month written below Ted Turner (“Stallion Owner”), and CHAR-O-LOT RANCH, Myakka City, Florida (“Stallion Manager”), and _____ (“Mare Owner”). These parties agree as follows:

1. Mare Owner agrees to breed the mare (“Mare”) _____
Name of Mare Registration No. Date of Birth
to ENTENTIONS standing at CHAR-O-LOT RANCH, MYAKKA CITY, FLORIDA for the 2024 season and to pay the Stallion Service Fee, which includes the Chute Fee and other reimbursable expenses set forth herein.
2. The Stallion Service Fee shall be \$1,500.00, which includes a non-refundable Chute Fee of \$400.00. **A Visa or MasterCard account number is required for Federal Express freight, insurance and deposit on Equitainer or equine shipper.**
3. The Stallion Service Fee shall include the following:
 - a. Breeding Fee, Chute Fee
 - b. Collection Fee for the first shipment, provided it is made on a regular breeding day (Monday, Wednesday, Friday) and the breeding farm is notified prior to **9:00 A.M.** Eastern Time on the day semen is shipped. Priority is given to mares on farm, next for orders in the order they are received (except that first time shipments are given priority over subsequent shipment requests). Semen orders can be made prior to the shipment day and then confirmed before 9:00 AM on collection day to be placed on the list earlier. **All shipping charges, to receive semen shipment in an Equine Shipper or Equitainer and return to Char-O-Lot Ranch are the responsibility of the mare owner. The Stallion Manager shall not be responsible for the cost arising from shipments lost, damaged or delayed in transit, or condition of cooled semen upon delivery. We have no control of the shipment after it leaves our custody.**The Stallion Service Fee shall be paid as follows:
 - a. The non-refundable Chute Fee shall be paid with the execution of this Agreement, and in all cases prior to any shipment of semen hereunder.
 - b. The balance of the Stallion Service Fee shall be payable upon the confirmation that the Mare is 30 days checked in foal. It is the sole responsibility of the Mare Owner to notify the Stallion Manager that the Mare is checked in foal and to pay the balance of the Stallion Service Fee. To the extent the Mare Owner does not pay the balance of the Stallion Service Fee the Mare will be deemed not in foal and will not be included on the Stallion’s 2024 Stallion Report.
4. Subsequent Shipments. For each shipment following the **first shipment**, the Mare Owner shall be responsible for the following:
 - a. \$200.00 Semen Collection Fee for the next day Federal Express service plus the Fed-Ex freight cost.
 - b. If same day service is necessary, a \$200.00 Semen Collection Fee plus an additional \$300.00 airport courier fee will be charged.
 - c. All additional charges and/or unpaid balances shall be automatically billed to your credit card unless otherwise agreed. Charges may include but are not limited to collection fees, off day charges, airport courier fees, and airline freight charges.
5. Stallion Manager will use Equine Express Shippers weather permitting. Hamilton-Thorne Equitainers are also available upon request.
6. Mare Owner shall attempt with reasonable diligence to settle mare; if however, for any reason the mare does not settle, Mare Owner will hold Stallion Owner and manager harmless.
7. The breeding season for shipped semen begins FEBRUARY 1ST and closes JUNE 15TH at which time all shipments will be discontinued.
8. If the mare does not settle in 2024, the Stallion Owner will honor the paid Stallion Service Fee on the mare originally booked (unless otherwise mutually agreed in writing between Mare Owner and Stallion Owner) for the following year only the 2025 season. Chute fee of \$400.00 will be charged along with Fed Ex if applicable.
9. Stallion Owner guarantees live foal from the breeding contracted for herein. Live foal is defined as a foal that stands and nurses without assistance. Should the Mare prove not to be in foal in the year bred or lose her foal, or should the foal not stand and nurse without assistance. Mare Owner shall notify Stallion Owner in writing within one week of foaling date (or the date the Mare is proved not to be

in foal or loses her foal); such notice shall be accompanied by a statement from a licensed veterinarian verifying that the foal is not "live" as defined above or has been lost as stated above. Under the foregoing circumstances and upon receipt of the specified notice, it is agreed;

- a. Stallion Owner shall give to Mare Owner (1) one season to the Stallion, per the terms of Paragraph 9, the following year only and to the same Mare originally booked.
 - b. If Mare Owner fails to deliver the Mare for rebreeding the following year, then any and all fees paid shall not be refundable; the right to rebreed is thereby canceled and Stallion Owner is released from any further obligation.
10. This contract shall not be transferable by Mare Owner. A Breeders' Certificate will be issued with the Mare Owner notifies the Stallion Owner of the birth of the foal and only after payment of all bills due on the Mare have been received. This agreement constitutes the entire agreement between the parties; any amendment to or modification of the terms of this agreement must be in writing.
11. Should it be necessary for the Stallion Owner to employ an attorney to enforce any of the terms of this agreement, including collection of money owed, Mare Owner shall pay all reasonable attorney's fees, costs of suits, and other expenses reasonably related to enforcing this agreement.
12. Embryo Transfers. If two (2) embryos are obtained from a single flush, another breeding fee must be paid in order to receive another Breeders' Certificate. This contract is for one (1) Breeders' Certificate only.
13. It is further agreed that should the stallion die or become unfit for service, this contract shall become null and void, and any money paid as part of the stallion service fee less the nonrefundable booking fee & shipping/collection fees, shall be refunded to the mare owner.
14. **REQUIREMENT PRIOR TO SHIPMENT:**
- a. Original Signed Contract & \$400 Chute fee, to be applied to the \$1,500 Stallion Service Fee.
 - b. Visa or MasterCard Card Number _____ Expiration Date _____ Sec- _____
 - c. COPY OF THE MARE'S REGISTRATION PAPER, BOTH SIDES. **All Visa/MC Charges add 3.5%**

APPROVED BY: _____ Date _____
Sue or Sean Schembri-Agent

MARE OWNER INFORMATION:

VETERINARIAN INFORMATION:

Signature of Mare Owner

Name

Address

Address

City, State, ZIP

City, State, ZIP

Phone & EMAIL

Phone

AGENT INFORMATION:

Name of Agent

Address

City, State, ZIP

Phone/Email