BLACKSHIRE EQUESTRIAN CENTRE'S STALLION SERVICE AGREEMENT FOR TRANSPORTED CHILLED SEMEN DELIVERY

THIS AGREEMENT is made this _____day of _____ , by and between BLACKSHIRE EQUESTRIAN CENTRE, its representatives, successors and assigns, (hereinafter "Blackshire") and _____ (first name) _____(last name) (hereinafter "Owner") residing in _____(city), _____(state), as owner of the mare. Mares Name: _____ Registration No. _____

Breed: _____ . Owner agrees to breed the mare to the **Purebred Irish Draught Stallion Blackshires Ares** and agrees to pay a breeding fee of **$** covering the 2027/2028 season, **April 1 to September 30**, to Blackshire according to the following schedule:

1. A Two Hundred and Fifty Dollars ($250.00) non-refundable fee per mare is due with the execution of this Agreement, to "book" the stallion. **This booking fee is applied toward the stud fee listed above**.
2. The remainder of the stud fee is due in full before the first shipment of semen occurs. The contract is in total effect when semen is shipped. There will be no refunds for the fee from that point on. All costs must be paid before semen is shipped.
3. In Addition, Owner agrees to pay the collection facility the following expenses prior to semen being shipped from the collection facility
    A. Collection fees including, but not limited to Veterinarian fees, laboratory fees and extender/preservative charges.
    B. Shipping Fees. **Owner of Mare is responsible for Shipping Fee.** 2027 Estimated Collection AND Overnight Shipping Fee is $500 (extra for Saturday delivery).
4. Prior to the first shipment of chilled semen, Owner shall provide a photograph of the mare and certify to Blackshire that a current uterine culture (taken while the mare is in heat) has been submitted to a recognized laboratory showing the mare to be in sound breeding condition and free of infection. If evidence of compliance with this paragraph is not provided prior to the first shipping date Blackshire Equestrian Centre may either refuse to ship semen OR cancel this agreement with the booking fee forfeit by Owner.
5. Limitations regarding the stallion include: Semen collection will be performed on **Monday, Wednesday, Fridays**. If semen is needed on Tuesday/Thursday it will be on an individual basis. ***TWENTY-FOUR HOUR NOTICE*** **is needed to have a stallion collected. Saturday notice if semen is needed to be collected on a Monday to ensure appointment.**
6. Blackshire guarantees a **live foal** from this mating. A live foal is defined for the purpose hereof as one which stands and nurses. Should the mare die, not conceive, abort at any time, or should her foal be born dead, die before standing and nursing, or present birth defects such that a qualified veterinarian recommends that the foal be put down:
    A. Blackshire will provide re-breeding of said mare under the terms and conditions set out herein during the breeding season dates set forth in this Agreement; provided the stallion is available to Blackshire and capable of servicing mares. In the event that the stallion is not available to service mares, Blackshire shall have the right to provide a substitute stallion for the breeding. **OR**
    B. Blackshire will provide re-breeding of said mare during the following breeding season at the original stated breeding fee, with additional services provided according to Blackshire's terms and fee schedule applicable to the new breeding season; provided the stallion is available to Blackshire and capable of servicing mares. In the

event that the stallion is not available to service mares, Blackshire shall have the right to provide a substitute stallion for the breeding.

C. Blackshire Equestrian Centre's obligations under this Agreement are limited to those set forth herein, and no other warrantee, stated or implied shall be enforceable.

7. Blackshire's guarantee shall not apply unless:

A. Owner provides for the mare to be examined by a licensed veterinarian no later than forty-five (45) days after the last day bred **OR** before the mare is re-bred, whichever occurs first. The mare's status at the time of the exam must be reported in writing and signed by the veterinarian performing the exam, with a copy of the report delivered to Blackshire within ten (10) days of the exam **OR** before the mare is re-bred, whichever occurs first.

B. Blackshire is notified by letter or telephone within ten (10) business days in the event of an abortion or the foals death.

C. A statement from a licensed veterinarian is delivered to Blackshire within fourteen (14) days of the abortion or death of the foal, certifying the occurrence and details thereof.

D. Owner requests additional semen shipments for re-breeding within the breeding season dates set forth in this Agreement **OR** within Blackshires' breeding dates of the following breeding season (should the delivery of the foal or abortion occur out of the season set forth in this contract). In the event that Owner fails to request additional semen shipments within the above specified time period, any and all fees paid shall **not** be refunded and this contract is thereby unconditionally terminated. In the event the mare cannot be settled, continually aborts, dies, or is determined by a licensed veterinarian to be unbreedable, Owner may substitute another mare with prior notice and approval by Blackshire Equestrian Centre.

8. Purchased or booked breedings must be used within 2 (two) years of the date on page 1 (one) of this Contract. If no attempt has been made to use the breeding, this contract becomes void 2 (two) years from date signed and no refunds shall be issued.

9. Blackshire makes no claims as to the genetic characteristics of the stallion other than information available through his pedigree and through a visual inspection. He is believed to be sound and to produce sound, healthy foals. Owner shall have access to the stallion for any ordinary and reasonable tests and examinations to be performed by a qualified professional, to be performed at the stallion's place of residence, at Owner's sole expense, applying tests that are not likely to cause risk of injury or death to the stallion.

10. Owner waives for themselves, their agents, and heirs all rights to hold Blackshire Equestrian Centre, its employees, and agents. including but not limited to veterinarians, liable for any injury, death, loss, or damages of any kind that may occur to Owner's mare as a result of this agreement.

11. This Agreement, signed by the respective parties at the places below and on the dates set forth on page one of this Agreement, constitutes the entire agreement between the parties and may not be amended or modified except by a mutual exchange of written instrument. This Agreement or any rights or obligations hereunder may not be assigned without prior written consent of both parties.

12. Either party may terminate this Agreement for failure of the other party to meet any material terms. In the case of a default and a court action for damages, the prevailing party shall have the right to recover attorney fees and court costs.

13. This contract shall be governed and construed under the laws of the State of South Dakota, United States of America. Any court action based upon this Agreement shall be conducted within South Dakota.

Information about the mare to be bred:

Nick Name _____ Height _____ Color _____

Date of Birth _____ Markings, scars, brands or tattoos_____

Sire (Name & Breed) _____ Dam (Name & Breed) _____

Date of Last Foal _____ Sired By (Name & Breed)_____

Owners Name and Address:_____

Owners Telephone Number: _____

Owner's Veterinarian Information:

Veterinarian Name: _____ Clinic Name: _____

Clinic Address: _____

Clinic Telephone #: _____ Clinic Emergency #: _____

Blackshire Equestrian Centre **Mare Owner**

Arden Liotta _____

Sign and Date Sign and Date

Please Make Checks Payable To: Arden Liotta

Blackshire Equestrian Centre
Arden & Stan Goudy
16420 Chalk Butte Rd.
Union Center, SD 57787
Arden's Cell: (651) 248-1317 E-mail: ardenlg@frontiernet.net Website: www.blackshireequestrian.com