

# Picturesque Farm LLC/Kristy Willwerth

7769 Piccadilly Drive Warrenton, VA 20186 540/349-2026 Cell: 540/878-6579 [www.picturesquefarm.com](http://www.picturesquefarm.com)



## STALLION SERVICE CONTRACT

This AGREEMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by Picturesque Farm, LLC/Kristy Willwerth (hereinafter referred to as "Stallion Owner/Manager") and \_\_\_\_\_ (hereinafter referred to as "Mare Owner") for the breeding of \*Picturesque Formal Attire", (hereinafter referred to as "the Stallion") to \_\_\_\_\_ (registration # \_\_\_\_\_) (hereinafter referred to as "the Mare") for the 201\_\_\_\_ breeding season.

### 1. Fees

Mare Owner agrees to pay Stud Fee and all collection fees in advance of shipment of semen or prior to live cover. (Boarding contract and fees addressed in separate contract)

Stud fee (Payable by cash/check/wire transfer)	\$500
Collection, preparation and shipping fees	TBD
(For each occurrence; payable to White Oak Vet; return shipping not included see item #3 below)	

### 2. Requests for Semen

Mare Owner must notify Stallion Manager at least 48 hours prior to desired insemination (24 hours prior to shipment), for collection and shipment of semen. Notice must be received by telephone (540-349-2026/540-878-6579) on the day preceding the requested semen shipment. Every effort is made to send 2 doses of semen per shipment; however, Picturesque Farm reserves the right to send one breeding dose per shipment.

### 3. Collection, preparation and shipment

Payment is required to be made in advance by credit card only to: White Oak Veterinary Service, P.C. Dr. Steve White, P.O. Box 76 Amissville, VA. 20106 Office: 540/675-1138 \* Fax: 540/675-3864. (Visa, Mastercard, AMEX and Discover accepted)

Semen will be shipped to Mare Owner by Fed Ex. Additional shipping fees will apply if alternate shipping arrangements are required. Equitainers must be returned within 10 days of receipt. If Equitainer is not returned within the allotted time period, Mare Owner will be charged a \$50 late fee payable to White Oak. If Equitainer is not returned within 15 days of shipment, Mare Owner will compensate White Oak \$285 for replacement of Equitainer. Picturesque Farm, LLC and White Oak Veterinary Services are not liable if shipment is delayed, lost or stolen due to the inefficiency of the shipper.

### 4. Live Foal Guarantee

This contract is a "Live Foal" contract. "Live Foal" means a newborn foal, which stands and nurses without assistance. Stallion Owner agrees that should the mare not deliver a live foal as defined herein, the Mare Owner shall have the right to rebreed the same mare, or an approved substitute, the following breeding season (February 15 –July 15) at the option of Mare Owner. A second mare may be substituted only upon approval of Stallion Owner. The right to rebreed shall only apply where death of the foal is related to the birthing process, including aborted foals and/or cases where the mare reabsorbs the pregnancy. The right to rebreed shall not apply due to negligent and/or intentional acts of third parties or acts of God.

**5. RELEASE OF LIABILITY**

Mare Owner guarantees they are sole owner of mare and the health and fitness of the mare and/or mare substitute for breeding. As such, Mare Owner understands and assumes all responsibility for the health and condition of the mare and/or mare substitute and shall assume all risks associated with breeding the mare, including but not limited to injury and/or death to the mare whether caused by disease, injury, infection or otherwise, and as such, hereby releases Stallion Owner, Stallion Manager, employees, agents, affiliates, and/or partners for any claim arising out of or related to the illness, death and/or injury to the mare.

**6. FORFEITURE OF FEES**

Failure to meet any of the above-mentioned terms will constitute a material breach of this contract and absolves Stallion Owner of any obligation of performance as agreed upon herein. In the event of a material breach by Mare Owner, any and all fees paid to Stallion Owner shall be forfeited and non-refundable and Stallion Owner shall have no further obligation with respect to breeding the mare and/or an approved mare substitute. All legal fees incurred by stallion owner/manager to obtain unpaid fee(s) are the sole responsibility of the mare owner.

**7. ASSIGNMENT OF CONTRACT**

The Mare Owner's breeding rights under this contract are non-assignable and non-transferable without the express written consent of Stallion Owner.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

Picturesque Farm LLC/Kristy Willwerth, Stallion Owner/Manager  
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Warrenton, VA 20186  
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For Office Use Only:

Date Paid \_\_\_\_\_ Method of Payment \_\_\_\_\_

Date mare Bred \_\_\_\_\_ Date mare checked "In Foal" \_\_\_\_\_