

**CS Performance Horses LLC**  
**KT Blackburn Affair**  
75 2nd Ave  
Clear Lake, WI 54005  
(715) 307-8201

**Stallion Service Contract for AI and Shipped Semen**

This Stallion Service Contract for AI and/or Cooled Shipped Semen for the 20\_\_ breeding season is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between **CS Performance Horses LLC** hereinafter designated as Stallion Owner(s)/Manager and \_\_\_\_\_ hereinafter designated as Mare Owner(s).

Mare Owner(s) agrees to breed the mare, \_\_\_\_\_ Registered with \_\_\_\_\_ Registration #. \_\_\_\_\_

To the Stallion, **KT Blackburn Affair** Registered with APHA Registration #. **998,208** for the fee of **\$650** for a, “live foal”, subject to the following conditions:

1. A \$325.00 nonrefundable\*\* (**\*\*except as stipulated in paragraphs 8, and 11**) Booking Fee\*\*\* must be paid at the time of the signing of the contract. This \$325.00 check, made out to, Cassandra Freer, or payment can be made via Venmo or Paypal, along with a signed copy of this contract and a duplicate copy of the mare’s registration papers, should be sent via, email or U.S.P.S., back to the address at the top of this document, if it cannot be presented in person.

2. The Balance of the stud fee must be paid in full before semen will be shipped.

3. The collection and/or shipment fees, are NOT included in the above listed stud fee. This fee is \$350.00 each time this service is rendered. This is the combined cost applied by Topline Equine Veterinary Service, and Fed-Ex, not CS Performance Horses.

a) To sum up, you are **NOT doing “Live Cover,”** and you **ARE** doing your breeding using either on site AI or by receiving cooled shipped semen. There would only be additional charge if your mare missed and needed additional shipments sent out or another AI procedure done on site. Each AI procedure and/ or shipment will cost another \$370.00, every time this service is rendered. This charge is a combination of Topline Equine Veterinary Services fee for collecting and breeding AI, on site, or collecting and then shipping semen via FedEx or UPS. Topline Equine Veterinary Service handles all cooled semen shipments, from their end, to insure it is safely handled and then sent off viable, properly packaged and at proper temperature.

b) If you are receiving cooled shipped semen, you need to either send the Stallion Owner(s)/Manager a check for the \$370.00, with the signed contact, and made out to **Cassandra Freer**, or you can get in touch with **Topline Equine Veterinary Service** to establish an account to pay them directly.

**Topline Equine Veterinary Service contact information is <http://www.toplineequinevetcare.com>**

**They are also open Monday - Friday from 8:00 AM until 5:00 PM. and you may contact them during their business hours by calling: 715-684-9442.**

4. Mares on site will be given breeding priority. Therefore, we make no guarantees that cooled semen will be available for a specific day. To accommodate the needs of your mare, it is in your best interest to keep the farm notified, *in advance*, of your projected needs.

5. It is the Mare Owner(s)'s responsibility to inform the Stallion Owner(s)/Manager at least 48 hours in advance when needing a shipment of semen. Cancellation must be made by 8:00 AM shipping day.

6. All semen will be sent from the Stallion Owner(s) Manager to the Mare Owner(s) by Federal Express or UPS. **NO SUNDAY SERVICE!**

7. The Stallion Owner(s)/Manager will not be held responsible if the mare fails to settle for any reason. **Mare must be inseminated on the date of delivery by a licensed veterinarian. The semen may be used for the designated mare only.**

8. **LIVE FOAL GUARANTEE:** (For this purpose, "Live Foal" shall be defined as a foal that stands and nurses without assistance.) If the mare proves not to be in foal in the year bred, or loses her foal, Stallion Owner(s)/Manager has the option to rebreed the mare the following year or request a substitute the following year, in case of a problem mare, or to refund \$300.00 of the stud fee, at their sole discretion.

The above is subject to the condition that notification must be made to Stallion Owner(s)/Manager within 48 hours after time of foaling or aborting, that mare did not produce a live foal. A certified large animal veterinarian's statement must follow, giving particulars to substantiate live foal guarantee. Stallion Owner(s)/Manager must receive veterinarian's statement, within 14 days of said mare's foaling or aborting, or live foal guarantee shall become null and void.

In event of abortion, no breeding will be carried over more than a year from the date of loss.

This solely applies to the foal resulting from the mating of the two horses, herein named, and conceived exclusively as a result of this particular breeding. If said foal is born dead, or if after being pronounced, “*Safe in foal*,” by a licensed veterinarian, the foal that results from the breeding, herein contracted for, should be miscarried, abort, or otherwise cease to exist, prior to the foaling date, there is a single breeding return to be used in the breeding year, **IMMEDIATELY** following the year in which this contract was made. This return stud service, should it be chosen, consists of a **ONE TIME** waiver of the stud fee only. This does NOT include a waiver of any AI and/or Shipping costs, nor any other costs the Mare Owner(s) may incur. Alternately, the Stallion Owner(s)/ Manager may decide, at their SOLE discretion, to refund the stud fee monies, the herein named Mare Owner(s) paid to purchase the breeding, for which this contract has been written, in lieu of a return stud service. This refund will consist of the paid refundable portion of the stud fee **ONLY**, which is a TOTAL of \$300.00, and will NOT include any money spent by the Mare Owner(s), for AI and/or Shipping, nor any other costs the Mare Owner(s) may have incurred. **HOWEVER**, this Live Foal Guarantee will **ONLY** apply if the Stallion Owner(s)/Manager are notified within ten (10) days of death at foaling, and thirty (30) days of the loss of the foal during gestation, by a written veterinarian’s statement confirming foal death or loss during gestation, sent in the form of a Certified Letter, Return Receipt Requested.

9. For this contract to be valid, the mare must be given **Rhinopneumonitis vaccine shots at three, five, seven, and nine months and must have an ultrasound done at 16 days after inseminating** and notify the Stallion Owner(s)/Manager of the results. All documented proof of the same should be retained by the Mare Owner(s) and he or she should be able to present them upon demand.

10. A Breeder’s Certificate will be issued to the Mare Owner(s) after all expenses are paid, in full, and upon notification of the birth of the foal.

11. It is further agreed that should the stallion die, be sold by the Owner(s), or become unfit for service prior to settling the mare that 100% of the breeding fee will be refunded, if it has been paid in full, thereby canceling this entire contract. This refund will consist of the paid portion of the stud fee **ONLY**, which will not exceed a **TOTAL of \$400.00**, and will **NOT** include any money spent by the Mare Owner(s), for AI and/or Shipping, nor any other costs the Mare Owner(s) may have incurred. If the mare dies or becomes unfit to breed, before being pronounced, “*Safe in foal*”, by a licensed veterinarian, and witness of same verified by a licensed veterinarian and sent by Certified Letter, Return Receipt Requested, the Stallion Owner(s)/Manager may, at their sole discretion, accept another mare as a replacement. A replacement mare must be selected, and presented for breeding, with all proper documents and health matters taken care of, as required in this contract for the original mare, in either the

same year as this contract was issued into, **or NO LATER** than the **IMMEDIATELY** following year, otherwise the offer of accepting a replacement mare will be rendered **NULL** and **VOID**.

12. Responsibility for insurance and risk of loss passes to the Mare Owner(s) with this contract. Owner(s) assumes the unavoidable risks inherent in all horse related activities, including, but not limited to the semen, shipping container, Mare Owner(s)'s horse(s), Mare Owner(s) and Mare Owner(s)'s family members. **Mare Owner(s) agrees to look solely to his or her insurance for compensation for any such loss,** and further agrees to indemnify and hold harmless the Stallion Owner(s)/Manager, his or her family, and employees. In addition, CS Performance Horses and/or Topline Equine Veterinary Service are not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to semen, except that it is the stallion's and it is viable semen at time of shipment.

13. This contract is entered into in the State of Wisconsin and will be interpreted and enforced under the laws of that state, and transacted under the laws of said state, and within the designated county, regardless of the manner of breeding solicitation.

14. In the event it becomes necessary to refer debts arising from this contract to an attorney for collection, or if suit is instituted hereon, mare Owner(s) agrees to pay all reasonable court costs and attorney's fees incurred in the suit or collections. **Payment past due thirty (30) days will be considered a default** and breeder is entitled to a possessory lien against Owner(s)'s horse(s).

15. This contract cannot be assigned or transferred without prior consent of the Stallion Owner(s)/Manager, in writing, sent Certified Letter, Return Receipt Requested.

16. This contract represents the entire agreement between the parties. No other agreement or promises, verbal or implied, are included unless specifically stated in the written contract.

When Mare Owner(s) and Stallion Owner(s)/Manager sign this Contract, it will then be binding on both parties, subject to the above terms and conditions. **Mare Owner(s)'s signature on this contract certifies that he/she has read and fully understand all of the terms and conditions outlined** herein, and accepts this contract as a legal and binding instrument on behalf of Mare Owner(s), Mare Owner(s)'s heirs, successors and assigns. This agreement constitutes the entire agreement between the parties. No other agreements, whether verbal or implied, are included. This contract may not be transferred or

