



Branscomb Farms, LLC
PO Box 908; Half Moon Bay, CA 94019
650-560-9650

STALLION SERVICE AGREEMENT 2021

THIS AGREEMENT, made and entered into on the _____ day of _____, in the year _____, is between BRANSCOMB FARM LLC (Stallion Owner) who is sole owner of the Holsteiner Stallion CONTIANO BF herein referred to as STALLION and *(please provide mare owner's name, email, phone and full home address here)*

_____ herein referred to as Mare Owner.
Mare Owner represents that they are the owner and duly authorized breeder of the mare known as : *(please provide mare's complete registered name, date of birth, breed, and registration # -- we provide breed registry certificates by request so please include with contract)*

herein referred to as MARE. The undersigned parties agree to the following terms for the sole purpose of providing semen from this Stallion to this mare to produce, if reasonably possible, one live foal to be born in the Calendar Year 2021. Semen provided shall be used for no other purpose.

The parties agree that following execution of this agreement by Mare Owner and Branscomb Farm (subject to Mare Owner's payment of all fees stated herein and completion of required paperwork), Stallion Owner shall collect and prepare for shipment according to normal industry standards on up to three mutually acceptable collection day(s) between March 15, 2021 and July 1, 2021 (the standard season), fresh cooled semen from the STALLION which shall be used by MARE Owner's veterinarian (or a breeding technician acceptable to Branscomb Farm) to inseminate only the specific MARE identified above according to the following terms and conditions:

1. GRANT OF RIGHT TO BREED. Stallion Owner hereby grants to Mare Owner the right to breed MARE with Stallion semen provided by Branscomb Farm under the supervision of a licensed veterinarian for one, two, or three collections extending over any three estrus cycles of this MARE during the BF Breeding Season of March 15 –July 1, 2021 (subject to blackout dates (if any) for stallions in competition and any dates outside the breeding season by mutual agreement) for the sole purpose to produce no more than one naturally gestated foal and subject to the terms and conditions of this Agreement. Uterine flushes to extract an embryo from an inseminated mare prior to or without the written permission of Branscomb Farm are a breach of this contract and will void any return breeding or additional collection rights. For Embryo Transfer breeding please inquire.

2. STALLION SERVICE and COLLECTION FEE: The stallion service fee for 2021 shall be ___\$1750 (\$1450 for contracts paid before Jan 30, 2021) ___which is non-refundable except in the sole event of death or sale of the stallion or in the absence of a 36 day pregnancy of this MARE within the 2021 or 2022 calendar year after four cycle attempts. In addition to the stallion service fee, Mare Owner is responsible for veterinary Collection costs not to exceed \$275 per collection (\$175 for Farm breeding clients where mare resides on Farm), and all FEDEX or other carrier shipping charges for overnight delivery. Collections requested outside of the normal breeding season, on weekends or nights or on rare competition blackout dates will be by Stallion Owner's discretion (please ask in advance). Collections are available M-F during normal business hours.

3. Mare Owner is responsible for paying all fees due to BRANSCOMB FARM LLC, prior to collection (and before semen shipment) and for NOTIFYING Branscomb Farm by submission of the appropriate BF Semen Collection Request Form by verified fax or email at least **one full day (more than 24 hours) before a requested collection day**. No collections will be undertaken until proper notice is received and full payment is on account. Branscomb Farm LLC is not liable for any loss associated with delayed semen shipment as a result of improper, unverified, or unpaid collection requests. Shipping charges, if applicable, will be at Mare Owner's expense and payable on an estimated basis in advance of collection or shipment. Mare Owner may waive this charge by providing a Fed Ex account at time of collection request. When the actual shipping cost is less than the estimated amount by more than \$15; the balance will be refunded to Mare Owner or kept on account for future collections. A 3% bank charge fee will be added to any payments made by Credit Card (Master Charge, VISA, and AMEX accepted).

4. VERIFICATION OF INSEMINATION AND PREGNANCY: It is the responsibility of the Mare Owner to insure that the inseminating veterinarian or technician (identified as part of this contract) inseminates only the MARE for which this contract is specified and NOTIFIES BRANSCOMB FARM

LLC, in writing (by confirmed email, fax, or letter) of the results of a 14-21 day pregnancy check and confirmation of heartbeat on or before day 45 after shipment. Failure to do so will result in termination of any warrantee or guarantee written or implied under this contract. Mare owner agrees to offer, if asked, written confirmation by a licensed veterinarian indicating the date of insemination and verifying the identity of the mare bred.

4. RESPONSIBILITY OF MARE OWNER: All arrangements for collecting and handling semen from Stallion shall be made between Mare Owner or Mare Owner's **veterinarian** and Branscomb Farm LLC and/or its veterinarian (Dr. Philip Bellamy, DVM). All collection, handling, and shipping fees and costs shall be paid by Mare Owner to Branscomb Farm prior to any collection or shipment. ANY AND ALL EXPENSES OF THE MARE shall be the sole responsibility of the Mare owner and Branscomb Farm LLC and its employees, affiliates, and representatives shall have NO LIABILITY WHATSOEVER WITH RESPECT TO DEATH, ILLNESS, AND OR INJURY TO THE MARE AT ANY TIME. Mare Owner shall indemnify and hold harmless Branscomb Farm LLC and the aforementioned parties with respect to any loss associated with breeding the Mare. Further, Mare Owner is responsible to insure that ONLY this Mare is inseminated with the Stallion's semen and Mare Owner shall be fully liable to Branscomb Farm LLC beyond the liability limits otherwise stated in this agreement for any willful misuse of the semen outside the terms of this agreement. Mare Owner is solely responsible for registration of any resulting foal and for investigating any registration or inspection requirements of Stallion or Mare or veterinary documents required with respect to insemination needed for foal registration PRIOR to signing this agreement.

5. RESPONSIBILITY OF STALLION OWNER: Branscomb Farm warrants to Mare Owner that it is the sole owner of Stallion, and has full authority and ability to provide semen from this specific Stallion on a periodic and predictable but limited collection schedule in a manner and form generally acceptable in the equine reproduction industry for shipping fresh cooled semen. Stallion Owner further warrants that the Stallion has been under the regular care of a board certified Equine Theriogenologist or DVM and evaluated for semen fertility, motility, and longevity within the last 24 months and found to meet or exceed normal industry standards for semen quantity, motility, and longevity at that time. However, Stallion Owner makes no warranties, express or implied, with respect to the continued health, condition, or fertility of Stallion with respect to any specific collection request with **the exception that Stallion Owner warrants that the horse is free of EVA and CEM.** Due to the fragile nature of semen and the hazards of shipping for A.I. of mares in remote locations, Stallion Owner specifically does not warrant the merchantability, fitness for any purpose, or motility of the Stallion semen acquired by Mare Owner under this Agreement upon its arrival. Stallion Owner therefore makes no warranties or representations, express or implied, other than those stated above in this paragraph. Notwithstanding the foregoing, should there be concerns regarding semen motility on arrival, it is the Mare owner or inseminating Veterinarian's responsibility to notify Branscomb Farm as soon as reasonably possible.

6. LIVE FOAL/CONCEPTION GUARANTEE and REBOOKING/REBREEDING RIGHTS: If after breeding the mare through a minimum of two and a maximum of three estrus cycles (up to four collections) the Mare fails to become pregnant (as evidenced by an observable heartbeat-positive fetus on or after day 45 of gestation), BRANSCOMB FARM LLC at their sole option may a) refund the remainder of the Stallion Service Fee in excess of a \$500 non-refundable Booking Fee and have no further obligation to Mare Owner; or b) offer Mare Owner a single opportunity to extend this contract to the 2022 breeding season under the then current terms and conditions upon payment by Mare Owner of an additional \$500 Booking Fee for the 2022 Breeding season prior to Jan 1, 2022. However, if prior to this there is evidence that either a: the Mare is unfit for breeding or known to have limited conception potential (either by age greater than 16, uterine conformation flaws, or past or present uterine infections) as reasonably determined by any licensed veterinarian; b) the contract is itself an extension of a 2019 or earlier contract (two years without success); or c: Mare Owner has failed to fulfill all obligations under this agreement, Stallion owner shall have no further obligations and the original Stallion Service Fee and any Rebooking fee shall be retained.

7. ASSIGNMENT, WAIVER OF CLAIMS, AND MISCELLANEOUS PROVISIONS: This contract may not be assigned or transferred without the written consent of BRANSCOMB FARM LLC. **Except to the extent caused by BRANSCOMB FARM's willful misconduct, Mare Owner hereby waives any claims against BRANSCOMB FARM and/or BRANSCOMB FARM's agents, contractors, and employees, for injury to Mare Owner's business or any loss of income there from or for damage to the property of Mare Owner (including without limitation bodily injury and/or death of Mare or any other horse of Mare Owner), or for injury or death of Mare Owner's agents, employees, invitees, or any other person from any cause whatsoever.** This agreement shall be construed and enforced under the laws of the State of California. Any disputes arising out of this Agreement shall be brought in a court of competent jurisdiction located within San Mateo County, California, USA. Mare Owner agrees to pay to BRANSCOMB FARM any and all costs associated with collection of money under this Agreement, including, but not limited to, collection agency fees, attorneys' fees, and court costs as applicable. This Agreement contains the entire agreement between the parties with respect to its subject matter. Each party by its signature below confirms that it has carefully read all of the provisions of this Agreement and has had adequate opportunity to consult with such party's legal counsel regarding this Agreement. This Agreement shall not be construed for or against the drafter of this Agreement, but instead shall be construed in accordance with the plain meaning of the provisions of this Agreement.

SIGNATURE OF MARE OWNER/AGENT

DATE

Please Provide: NAME AND ADDRESS OF INSEMINATING VETERINARIAN AND DAY TIME TELEPHONE NUMBER