

Cassel Rock Trakehners

Stallion Service Contract with Live Foal Guarantee (Two Years)

John or Kari Cassel

5169 148th Pl, Wellborn, FL 32094

Cell: 501-231-3616

jcassel@crtrakehners.com

This contract made and entered into this the _____ day of _____, 20____, by and between John or Kari Cassel hereinafter called "CASSEL", having the mailing address hereinabove,

and _____ residing at _____

Phone #: _____ Fax #: _____ email: _____

hereinafter called "Purchaser," for the breeding of Purchaser's mare (described below) to Tanzeln *Ps*, 2000 ATA Approved Premium Trakehner Stallion by Enrico Caruso *Ps*E* (hereinafter referred to as "stallion") for the present breeding season, subject to the following terms and conditions:

Purchaser's Mare: Name: _____ DOB: _____

Color and Description: _____

Registry: _____ Number: _____

Sire: _____ Dam: _____

Fees:

1) **Stallion Service Fee:** The Purchaser shall pay to CASSEL (select one below):

___ Frozen semen by the dose with NO Live Foal Guarantee: The sum of Four-hundred (\$400.00) DOLLARS per dose (shipping will be charged at actual cost – approximately \$180.00).

___ Frozen semen with Live Foal Guarantee: The sum of One-thousand-two-hundred (\$1200.00) DOLLARS to include 2 initial semen doses (shipping will be charged at actual cost – between \$150-250).

The stallion service fee must be received prior to the shipping of any semen unless other arrangements are made in advance.

2) **Future Year Booking Fee:** At CASSEL's discretion, if this contract is extended to more than 2 years, the Purchaser agrees to pay a Booking Fee, in the amount of Two-Hundred Dollars **\$200.00** to CASSEL for each future year (beyond 2) in which the contract is extended.

3) This contract is for: Frozen semen to be used to inseminate the mare listed above only during this contract year or the following year unless other arrangements are agreed upon in advance between mare and stallion owner. Unused semen may not be used in additional mares without prior approval by CASSEL.

4) Shipping: (The following fees are in addition to the fees listed hereinabove after the first shipment): The Purchaser shall be responsible for all shipping fees over and above the stallion service fee. Shipping must be arranged in advance.

a) Late fee of \$10.00 per day for failure to return the shipping container within five days (unless prior arrangements are made).

b) Container deposit: If shipping containers or contents are lost or damaged significantly, the Purchaser shall be responsible for repair or replacement cost thereof. It is required that containers be insured for a minimum \$1000.00 (or as recommended by shipper) for frozen containers.

c) Semen orders must be placed in advance, please notify no later than noon of the day before you plan to breed – failure to notify may make it impossible to collect.

d) All orders for the shipment of frozen semen shall be filled as received.

Cassel Rock Trakehners

Stallion Service Contract with Live Foal Guarantee (Two Years)

- e) Stallion services will be provided only to healthy mares in sound breeding condition as determined by the attending veterinarian. In the event a mare is barren, or loses the foal, or the foal does not survive the birth, the submission of a recent, intrauterine culture certificate (within 60 days) is required and the attending veterinarian must certify that the mare's immunizations for equine rhinopneumonitis (equine herpes type 1) have been kept current in order to qualify for return service.
 - f) **Mare owner will notify Cassel of insemination dates, pregnancy status, and foaling dates.** It is recommended that the mare be checked for pregnancy at 20 days or less, earlier if known to put up twins.
 - g) The Purchaser may be required to provide a Mare Health Form, signed by a licensed veterinarian, certifying that the mare is in good physical condition prior to the shipment of semen for any bookings under paragraph E "Return of Service."
 - h) The Purchaser shall keep the mare in good physical condition throughout the pregnancy; vaccinated for rhinopneumonitis at 5, 7 and 9 months of pregnancy, and de-wormed regularly.
- 5) Return of Service (this section does not apply if frozen is purchased by the dose with no live foal guarantee): Should the mare fail to conceive, abort, or the foal fails to stand and nurse, it is the responsibility of the Purchaser to provide a written statement, within ten (10) days of the event. In any case, the Purchaser agrees to re-breed the mare or an agreed-upon substitute mare as soon as possible. The required Booking Fee, all deposits, shipping and collecting fees must be paid as herein set out for each subsequent year. The re-breeding privilege will only be granted to two subsequent years to the same mare unless special arrangements are agreed upon between stallion and mare owners.
- 6) It is understood and agreed that this Stallion Service Contract must be used within this year or the next two subsequent years or it will be NULL AND VOID, ab initio, AND ALL FEES PAID SHALL BE FORFEITED. If the stallion/semen is unavailable in a subsequent year, then the stallion fee will be returned.
- 7) Other Terms:
1. This contract shall be governed by the laws of the State of Florida, and shall be binding on the parties, their heirs and assigns.
2. This contract may not be assigned or transferred without the written consent of CASSEL.
3. If the stallion should die, be sold, or become unfit for breeding, then this contract shall be NULL AND VOID, ab initio, and the Stallion Service Fee shall be refunded and that only in the original year.
- 8) CASSEL is not responsible for any damages which the Purchaser may sustain for lost, damaged or delayed semen, and makes no representations or warranties with respect to any semen furnished hereunder except that it is the semen of the stallion stated herein and that at the time of shipment the semen was suitable for artificial breeding.
- 9) All mares must receive a pregnancy check between 12 and 20 days of the last insemination or breeding and mare owner must notify CASSEL of pregnancy status. It is recommended that the mare owner have a veterinarian perform a palpation test or ultrasound between 30 and 35 days of the last insemination or breeding, and palpation or ultrasound between 50 and 55 days of the last insemination or breeding.

In Witness Whereof the parties have hereunto set their hands and seals.

PURCHASER:

ACCEPTED:

DATE: _____

DATE: _____

Signature of Purchaser

John D. Cassel