

# Wood's Lane Farm, LLC



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Esther Noiles, Ph.D.

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*Proven German Bloodlines*

*Success Begins With The First Step*

## STALLION SERVICE CONTRACT FOR ES LEHNSRITTER

This contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and

between **Wood's Lane Farm, LLC** and

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

(Mare Owner/Leasee)

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

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

1. **Wood's Lane Farm, LLC** agrees to provide **Mare Owner** with 3 (THREE) doses of frozen semen from the Hanoverian stallion **ES LEHNSRITTER**, registration number **31 1803783**, in exchange for the fee of **\$1600.00 USD** (one thousand six hundred dollars), payable to **Wood's Lane Farm, LLC**.

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Mare Owner's Initials

2. Frozen Semen distribution is handled by Select Breeders Service, Inc. The Distribution Fee must be paid in advance of each shipment to SBS, Inc. by check or Paypal. See Breeding Fee schedule.

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Mare Owner's Initials

3. All fees are payable upon execution of this contract. The **Mare Owner** specifically agrees and understands that no semen will be shipped until all fees have been paid.

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Mare Owner's Initials

4. **Wood's Lane Farm, LLC** assumes responsibility **ONLY TO PROVIDE SEMEN IN VIABLE CONDITION**. The semen **MUST** be administered by a licensed veterinarian familiar with the concept and practical use of frozen equine semen. Attempts to use frozen equine semen outside the controlled situation of a qualified facility can greatly reduce, or even prevent, chances of conception. A "dose" of frozen semen is defined as a single insemination unit which includes a minimum of 300 million total sperm, which, upon **PROPER** thawing, show at least a 30% post-thaw motility. Insemination certificates will be provided to the veterinarian. Buyer agrees to hold harmless **Wood's Lane Farm, LLC** and/or any semen distribution agents for **Wood's Lane Farm, LLC** for any injury or illness to mares associated in any way with the insemination of frozen semen provided by **Wood's Lane Farm, LLC**. Buyer specifically understands that **Wood's Lane Farm, LLC** make no guarantees or warranty as to the fertilizing capacity of any semen provided under the terms of this contract, either express or implied, however, known conception rates will be relayed to buyer, and are given in good faith. Buyer is responsible for ascertaining their mare's Registry's requirements for the use of frozen semen and subsequent registration of foals conceived thusly. **I AGREE TO ABIDE BY THE TERMS AND STIPULATIONS OF THIS CONTRACT.**

\_\_\_\_\_  
Mare Owner's Initials

**Breeding of the mare is subject to the following conditions:**

1. The **Mare Owner** agrees to pay a **Breeding Fee** in the amount of **\$1600.00 USD** (one thousand six hundred dollars) for the services of the Stallion. A separate, non-refundable **Booking Fee** in the amount of **\$300.00 USD** (three hundred dollars) is due to **Wood's Lane Farm, LLC** when the **Mare Owner** returns the completed contract. The breeding fee is due to **Wood's Lane Farm, LLC prior to shipment of semen**. Mare is to be included in any report of Mares Bred for the Stallion. Should this contract need to be extended for an additional year, the **Mare Owner** agrees to pay an additional booking fee of **\$300.00 USD** (three hundred dollars).

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Mare Owner's Initials

2. **Documentation**. When this contract is signed and returned, **Wood's Lane Farm, LLC** will send the **Mare Owner** a **Mare Identification Form** and a **Mare Breeding Passport**. The **Mare Identification Form** and the **Mare Identification** portion of the **Mare Breeding Passport** must be filled out by the **Mare Owner**. The **Mare Identification Form** must be returned to **Wood's Lane Farm, LLC** prior to semen delivery. **The Mare Owner**

**should obtain a uterine culture before insemination of the Mare.** The **Mare Breeding Passport** must be filled out by the Veterinarian on the day(s) of insemination, and pregnancy checks of the Mare, and returned to **Wood's Lane Farm, LLC** within 50 to 70 days of the last insemination date, or by September 1, 2010, whichever comes first. (This is necessary to maintain the live foal guarantee. See Paragraph 7). A **Delivery and Insemination Certificate For Transported Semen** will be sent with shipment of semen. The Certificate must be completed by the Veterinarian on each day of insemination. Within 24 hours of receipt of the transported semen, the **Mare Owner** must return the completed **Delivery and Insemination Certificate** by First Class Mail.

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Mare Owner's Initials

- 3. **Mare Owner** must provide **Wood's Lane Farm, LLC** with four **identifying photos** of the mare (1 of each side, 1 rear view, and 1 front view). Photos must be included with signed contract.

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Mare Owner's Initials

- 4. **Mare Specific.** The frozen semen maybe only be used for the Mare designated in this contract, and all excess semen must be destroyed. Should the semen be used in a mare other than the Mare so designated on this contact without the written permission of **Wood's Lane Farm, LLC**, this contract becomes null and void.

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Mare Owner's Initials

- 5. It is the **Mare Owner's** responsibility to fulfill the following requirements:

- A. Consultation with **Wood's Lane Farm, LLC** to establish shipping and breeding efficiency.
- B. The Mare must be examined by a licensed veterinarian following insemination according to the following timetable:

<b>Time Period</b>	<b>Method</b>	<b>Description</b>
17 to 20 Days	By Early Ultrasound	To Confirm Pregnancy
25 to 30 Days	By Ultrasound Scan	To Insure Single Fetus
50 to 55 Days	By Palpation	To Confirm Pregnancy

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Mare Owner Initials

6. The **Mare Owner** must return the **Mare Identification Passport**, signed and notarized, to **Wood's Lane Farm, LLC** within 10 days after the 50-55 day palpation or all guarantees are null and void.

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Mare Owner Initials

7. If, after inseminating through **three heat cycles**, the mare fails to conceive, **Wood's Lane Farm, LLC** offers the following options:
- A. The **Mare Owner** may have the reproductive status of the mare reevaluated, and continue to breed the mare in the same or the following season. The **Mare Owner** is responsible for all collection fees, shipping costs, and booking fees for the subsequent year.
  - B. The **Mare Owner** may send the mare to a designated breeding farm for reproductive evaluation and breeding. The **Mare Owner** is responsible for transportation costs and arrangements, and evaluation fees incurred and board at the breeding farm.
  - C. **Wood's Lane Farm, LLC** may elect, but is not required, to allow a substitute mare.
  - D. The **Mare Owner** agrees that, if the breeding contract is not used by the subsequent breeding season, the contract will be considered null and void, and all fees will be forfeited.

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Mare Owner Initials

8. **Live Foal Guarantee.** It is agreed that a live foal (ie, a newborn foal that stands and nurses) is guaranteed from the transported semen for a maximum of 2 (two) consecutive breeding seasons, beginning with the breeding season in the year this contract is signed, whether or not the **Mare Owner** exercises this right each year. Should the mare **fail to conceive, abort, or the foal fail to stand and nurse within 24 hours**, it is the responsibility of the **Mare Owner** to inform **Wood's Lane Farm, LLC** in writing, attested to by a licensed veterinarian, within 10 (ten) days of the event. In any case, **Wood's Lane Farm, LLC** agrees to re-breed the mare as soon as she is fit. The required booking fee must be paid if the breeding must be postponed until the next breeding season.

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Mare Owner Initials

9. Should the mare **die or become unfit** for breeding due to condition other than neglect, **Wood's Lane Farm, LLC** may elect to allow a **substitute mare to complete the contract, subject to approval of the mare by Wood's Lane Farm, LLC**. If approved, substitute mare must have completed **Mare Identification Form** and **Mare Breeding Passport**. However, the new mare would have only that portion of the 2-year live foal guarantee period remaining from the time this contract was signed for the original mare.

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Mare Owner Initials

**10. Maintaining Guarantee.** A licensed veterinarian must examine the Mare and advise **Wood's Lane Farm, LLC**, in writing, of the Mare's pregnancy status within 50 to 70 days after the last insemination date, or September 1, 2010 whichever comes first. If this notification is not provided, the live foal guarantee of this contract becomes null and void. This notification can be provided by returning the completed **Mare Breeding Passport**.

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Mare Owner Initials

**11. THIS CONTRACT MAY NOT BE RE-ASSIGNED OR TRANSFERRED.**

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Mare Owner Initials

**12. Semen Administration.** **Wood's Lane Farm, LLC** assumes responsibility only to deliver live semen in viable condition at the time of delivery to the **Mare Owner** or his or her designee. The semen must be administered by a licensed veterinarian; otherwise, all conditions of the contract become null and void.

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Mare Owner's Initials

**13.** Any **DISPUTES** arising out of this contract shall be settled under the laws of the State of Maryland, USA. All attorney fees shall be the responsibility of the losing party.

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Mare Owner Initials

**14.** The **Mare Owner shall assume all responsibility** for the condition of the mare and shall bear all risk of loss or damage to the mare whether by death, disease, injury, infection, accident, sickness or otherwise, or by any cause whatsoever and there agrees to hold **Wood's Lane Farm, LLC** or any person employed by or associated with **Wood's Lane Farm, LLC** harmless for any and all damages associated therewith.

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Mare Owner Initials

**15.** The **Mare Owner** understands that no guarantees are made or implied by **Wood's Lane Farm, LLC** regarding the registration of the foal.

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Mare Owner Initials

16. **Contract Execution.** This contract is in duplicate. The **Mare Owner** must sign both copies and return them to **Wood's Lane Farm, LLC**. Esther Noiles, Ph.D. will sign and return one copy of this contract to the **Mare Owner**, and it will then be a contract on both parties, subject to all above terms and conditions.

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Mare Owner Initials

17. **Breeding Season.** The breeding season for frozen semen is from **2/04/10 - 10/14/10**.

\_\_\_\_\_  
Mare Owner Initials

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Mare Owner Signature

\_\_\_\_\_  
Esther Noiles, Ph.D., member

\_\_\_\_\_  
Date of Original Contract

\_\_\_\_\_  
Date of Subsequent Year

\_\_\_\_\_  
Print Name of Mare Owner

\_\_\_\_\_  
Print Name of Veterinarian

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Destination Airport of Semen

\_\_\_\_\_  
Telephone Number