

# 2018 Moserwood Farms LLC, Stallion Service Agreement

The Stallion Service Agreement for the 2018 breeding season, by and between Moserwood Farms LLC (hereinafter referred to as the Stallion owner) and \_\_\_\_\_ (hereinafter referred to as the Mare owner/lessee) is as follows:

## 1. AGREED BREEDING

The Mare owner/Lessee agrees to breed the specified

**Mare:**\_\_\_\_\_ Reg.#\_\_\_\_\_ under number:\_\_\_\_\_

**Moserwood Farm Stallion:**\_Mystic Blue Eyes GF\_\_\_\_

## 2. BREEDING AGREEMENT

Off site breeding

A. Artificial Insemination Shipments (fresh cooled or frozen)

Foaling mares with foals on the side that had no foaling or placental complications and are deemed suitable for breeding by a veterinarian need not have a uterine culture. Mares presenting for a third shipment/cover are required to have a negative uterine culture performed by a licensed veterinarian/lab. It is strongly suggested for mares to have a negative uterine culture for the requested second shipment/cover as well.

On Site Breeding

A. All presented mares shall require a minimum 48hours out negative anaerobic uterine culture based on the current heat cycle, performed by a licensed veterinarian. The mare must have been vaccinated and provide proof of vaccination for the herpes strain a minimum of 7 days prior to the first live cover. The Mare owner shall assume all costs incurred by the said Mare, including, but not limited to board, farrier, vet and sedation fees if needed. Moserwood Farms assumes responsibility only to have the Mare live covered by the chosen stallion. The Mare owner will assume all liability for the Mare. It is understood there is an inherent risk in all live cover situations due to the unpredictable nature of horses.

A. If the mare owner does not wish to allow sedative to be administered to their mare if deemed necessary please notify the shed in advanced.

B. Moserwood Farm is not liable for any damage to the mare externally or internally resulting from said insemination or cover. Including due to a mare not being properly scanned by a licensed vet before the cover. Mares in split cycles, with hematoma's and or closed cervixes can and will at times appear breeding ready. A scan can tell if they truly are in a useable heat cycle. For the safety of our stallions and your mares Moserwood requires a veterinary scan prior to live covering any mare by one of our stallions. If done at the mare owners's farm the scanning vet must send a letter of suitable for breeding and have the vet contact details on the form including cell phone. Details of the scan may be requested.

## 3. FEES AND EXPENSES

A. The stud fee for the above named Stallion shall be \$500.00\* and shall be payable by cash, pay pal, money order or certified check prior to the first cover, unless otherwise agreed by the Mare Owner and Stallion Owner in writing. (\*approved mare discounted stud fee, possible additional \$100 stud fee discount for premium mares, or show record mares.)

B. Mares that are to be boarded prior to, or during breeding at Moserwood Farms will be charged a day rate of \$22.00 per day, with or without foals until they depart. Payment in full is due prior to departure.

C. Stud fees are payable at time of contracted service unless other wise agreed upon in writing.

I. \$100 Van fee payable to Moserwood Farms for each collection/shipment for fresh cooled semen.

A. Moserwood Farms utilizes [www.aurorafarms.com](http://www.aurorafarms.com) for our fresh cooled semen collection and shipment. Your vet will be working directly with Melody to organize collection and shipment. All fees for this services are payable by the mare owner/lessee to Melody at Aurora Farms. Call Melody Adler owner for any questions or exact price quotes on this service. Cell:502-741-0269 or 502-747-9980. 2018 fees for collection and shipment are \$375 payable to Aurora Farms. Subject to change please call for exact details. Call to get details on the requirements of Aurora Farms for shipments of semen. 48 hour prior shipment notice required. Saturday deliveries cost more. Please inquire with Aurora Farms on Saturday deliveries or air line deliveries.

E.a All Requests for Semen shipments shall be fulfilled as received, subject to availability of semen.If there is insufficient semen to fill allurers on any given day, Aurora Farms LLC will determine which orders will be honored. The decision will be based on information provided by the mare owner's veterinarian. Aurora Farms LLC, Kim Smith, Moserwood Farms LLC, is not responsible for lost, delayed, or otherwise damaged semen and makes no representation or warranties of any kind except that it is the semen of the named stallion and that it was viable when it left Aurora Farms. Each shipment of semen will cost \$375 UPS only, continental US only. Possible discounts if picked up at Aurora Farms, Ky.

E. b. Please communicate with Aurora Farms as to when you plan to start cycling your mare, a minimum of 24 hours notice is required for any semen collection. Collection days are Monday, Wednesday, Friday. If 24 hours notice is not provided, Aurora Farms will have no obligation to provide semen. If Aurora Farms opts to collect with less than 24hours notice there will be an additional \$50 fee.

B. Moserwood Farms assumes responsibility only to deliver live semen in viable condition at the time of delivery to the mare owner or agent. 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 whatsoever by death, disease, injury, infection or otherwise, and bear all risk of loss or damage to the mare whatsoever by death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination, and therefore releases discharges, indemnifies and holds harmless Moserwood/stallion owner, it's employees, agents, officers and directors, from any liability for any and all damages associated therewith. The mare owner hereby agrees to pay all expenses and attorney's fees incurred by Moserwood/stallion owner in defending any claims for which the are owner has agreed to release, discharge, indemnify and hold harmless Moserwood/stallion owner, it's agents, employees, officers and directors.

C. The mare owner agrees to use the shipped semen only on the mare named above in this contract. Advanced permission can be given for use on multiple mares on the same shipment for an additional stud fee of \$150 per pre approved mare.

D. A "Breeder's Certificate" will be issued for the foal conceived by the mating when stallion fees and all other associated expenses have been paid in full. The mare owner will receive a Breeder's Certificate when the stallion manager or managing farm has been notified that a live foal has been produced.

#### **4. CONDITIONS OF ACCEPTANCE**

The Mare owner acknowledges and agrees that:

1) Prior to cover of their mare, Moserwood Farms will be furnished with a Veterinarian's Certificate of Health, and a negative uterine culture (from a recognized laboratory/by licensed vet) certifying that the Mare is free of infection and in sound breeding condition. Moserwood Farms reserves the right to deny a cover to the Mare if Moserwood Farms has reasonable doubts as to the ability of the Mare to carry a foal to full-term, or if the mare is showing to not have a mental or physical readiness for the cover. Each live cover mare will have a uterine scan to determine safety to breed.

2) The Mare owner agrees that this contract is only applicable for the above identified breeding season. Any next year covers are to be negotiated with the stallion owner whose goals are to get you a foal. Any occurrences will be reviewed and determined if any future year covers allowed for no additional charge.

3) Should the Mare owner choose to assign its rights under this contract to another, the Mare owner is required to give the Stallion owner notice of this transfer. Any transfer of this contract must be agreed to by Moserwood Farms in order for the contract to be honored. Moserwood Farms agrees not to unreasonably withhold their approval of this contract. Any transfer of the rights given within this contract will not constitute a renewal of the contract. Any time limitations stated within this contract will be assumed by the new contract holder. The Mare owner will still be liable for all unpaid fees assumed prior to the transfer of this contract. Transfer of this contract will not release the Mare owner from any obligations that the Mare owner may owe to Moserwood Farms.

4) This contract shall be construed and governed by the laws of Kentucky, and the parties expressly agree the jurisdiction and venue for any and all disputes arising under this contract shall be proper only in Prospect, Ky, Louisville, Ky, Pleasureville, Ky. In the event that Moserwood/Stallion owner incurs attorney's fees and/or legal costs in securing or protecting any right available to it under this

contract or under the laws of Prospect, Ky, Louisville Ky, Pleasureville Ky, the customer agrees to pay said attorney's fees and costs. This contract contains the entire understanding of the parties and may be modified only by a writing signed by all parties. The invalidity or unenforceability of any term or provision of this contract shall not affect the validity or enforceability of any remaining provisions hereunder.

## 5. LIMITATIONS

Should the chosen Mare not settle after three cycles, the Mare owner shall have the right to substitute a different mare, in which case the mare shall be fully identified, and a new uterine culture and veterinarian exam, pursuant to the above conditions of this contract, must be forwarded and approved by the Stallion owner before the cover may take place. The Stallion owner reserves the right to refuse the substitute mare if the Stallion owner has reasonable doubts as to the substitute mare's suitability for breeding. Moserwood Farms will live cover breed mares on or after February 10th, and will continue to until the close of breeding season on August 15th, or later by request if possible.

## 6. SERVICE GUARANTEE

Moserwood Farms has the goal of getting each mare settled and each owner a foal. Because we have no control over mare care, foaling care standards etc. we have implemented a system where approved mares are given reasonable stud fee rates and we are very willing to help in the clients goal of getting a beautiful foal. If you fail to get a live foal you can present your case information to us to request a next year breeding. They will be reviewed and approved or denied on a case by case basis.

We ride and enjoy our stallions. Each cover is a risk to our stallion, and a tremendous amount of time to arrange and organize the covers. However we are delighted to share our stallion's and feel they have a lot to offer potential breeders. We will work with you towards your goals. We recommend veterinarian based broodmare care, appropriate broodmare vaccinations, Appropriate broodmare safe worming, fetal progress checks through scans, palpations, and blood work to determine appropriate hormone levels. We also advocate foal watching for impending births, milk tests for impending births and encourage the sew in foal monitors to alert the mare owner or attendant of a birth. Taking the precaution to make sure the time of delivery is attended and monitored will help protect your investments in stud fees, vet fees etc and help our goal of a live foal. Foals need to nurse well in the first few hours to get the needed antibodies in the colostrum. Attending the birthing and making sure this happens post foaling is imperative to the viability of your new foal. This also provides safety for your mare should she have any foaling dystocia etc. We also advise of post birth mare and foal checks by a vet to determine colostrum/IGG levels of the foal and health etc. A vet can help catch any early issues and make sure the placenta passed in whole and the foal is nursing well, and mare is producing adequate milk.

Should our chosen stallion become unfit for service before the first breeding cover occurs, this contract becomes null and void and the Mare owner may be refunded any money paid to the Stallion owner. Should the Stallion die or become unfit for service after the first cover has occurred, then the Stallion owner will not be able to refund any monies paid to the mare owner. Stallion substitution if available will be offered.

6B. Moserwood offers a buy back, training and marketing program for our stallion foals. We will either buy the foal if a price can be agreed upon, or help market it at no charge to the owner. If foals by our stallions are sent off to an approved trainer for breaking and starting, or shown by the breeder under saddle or in hand Moserwood will offer a \$100 discount on one future stud fee.

## 7. DESIGNATED VETERINARIAN

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

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

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

**1. Designated Shipping address/contact for Shipped semen:**

Contact name: \_\_\_\_\_

Contact number: \_\_\_\_\_

Shipping address: \_\_\_\_\_

**1. Mare Owner/Leasee**

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

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

\_\_\_\_\_

Phone Cell \_\_\_\_\_

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

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

(Mare Owner/Lessee)

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

**10. Moserwood Farms Contact information:**

Moserwood Farms LLC

C/O Kim Smith

P.O. Box 484

Prospect, Ky 40059

Cell: 502-807-6069

Fax: 502-228-4204

[www.moserwood.com](http://www.moserwood.com)

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

(stallion owner)

**Paid: \$      via:**