



BenMar Farm, LLC Stallion Service Agreement

This contract made by and between BenMar Farm, LLC (Stallion owner) and _____ (Purchaser) for the breeding of the Mare named: _____, with registration number: _____ to Bridon Belfrey, RID (the Stallion) for the _____ breeding season ("Present breeding season"); subject to the following terms and conditions:

1. PURCHASER DESIRES TO USE: FRESH CHILLED SEMEN

2. THE MARE: The Mare to be so bred is (breed of Mare): _____

The purchaser may not substitute another mare for breeding without prior written consent of the Stallion Owner. Embryo Transplants are also prohibited without written permission of the Stallion Owner and unless purchaser signs embryo transfer agreement.

3. FEES: Purchaser agrees to pay the Stallion Owner the following fees:

The Stallion Service Fee of \$1500.00, which includes a non-refundable booking fee of \$250.00 is due at the signing of this contract and is payable before the Mare is bred or semen is shipped.

A non-refundable Collection and Shipping Fee of \$350.00 per collection will be due before any shipments will be sent.

FOR SHIPPED SEMEN ONLY: Purchaser must provide a Container deposit of \$300.00 at the signing of this contract. Container must be returned clean and undamaged. If the Ballast bags, coolant cans or containers are missing or damaged, purchaser will be charged for replacement. Unused deposits will be refunded after the mare is deemed in foal or otherwise stated in writing.

CONTAINER RETURN: Equitainer must be returned to Stallion Owner within 2 days after the last insemination via UPS or FedEx 2nd Day Air. When shipping, container must be insured for \$300.00. If not received within 2 business days after last insemination, a late container fee will be assessed at rate of \$20.00/day.

ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE SHIPPED OR MARE IS BRED.

4. RESERVATIONS FOR SEMEN (ON THE FARM OR SHIPPED):

The Farm's receipt of the above Stallion Service Fee confirms the Mare's reservation to breed to the Stallion for the Present Breeding Season. Breed Season extends from March 15 to September 15, unless otherwise stated. All Semen orders must be received by 5 pm the day before the requested collection date. Late orders will be filled if possible.

All orders for semen shipments shall be filled as received, subject to availability of the Stallion. If there is insufficient semen to fill all orders of a given day, the farm veterinarian will determine which orders will be honored. For Farm bred Mares, this decision will be based on palpation results; for Mares bred off Farm, this decision will be based on the information provided by the purchaser's veterinarian.

Purchaser understands that the Stallion will be competing away from the Farm during the breeding season and will not always be available for collection due to the show schedule. Stallion availability may be posted on the farm website, www.benmarfarm.com, and is subject to change.

5. CONDITIONS:

Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to the Stallion Owner. The Stallion Owner requires the submission of a recent negative intrauterine culture certificate (within 60 days). In some cases the form may also require a uterine biopsy and/or Progesterone assay. In all cases, the veterinarian must certify that the Mare's immunizations for equine rhinopneumonitis (equine herpes type 1) have been kept current.

STALLION OWNER reserves the right to refuse the mare if not in satisfactory condition. If the mare is refused, the booking fee shall constitute liquidated damages. The MARE OWNER may substitute another mare within that breeding season under this circumstance.

6. RETURN OF SERVICE:

Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth below. However, the Mare shall have the right of return to the Stallion's service in the following breeding season only under the following circumstances:

- If the Mare does not settle during the present Breeding Season, she is eligible for return of service to the Stallion if the Purchaser submits a veterinarian's certificate to that effect. The Purchaser recognizes the Farm's right to require a negative intrauterine culture prior to the Mare's return to service.
- If the Mare is examined in foal, but becomes barren during gestation, the Mare is eligible for return service to the Stallion if the Stallion Owner receives a veterinary certificate of barrenness within 5 days of the examination.
- If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, a veterinary certificate must be provided within 5 days from the date of the death.

In all cases, the required veterinary certificate shall affirm that the Mare had been immunized for equine rhinopneumonitis (equine herpes type 1) during pregnancy and the date of such vaccination. Where appropriate, the certificate shall confirm that the Mare was properly cared for during gestation and was attended by veterinarian at foaling. The Stallion Owner's timely receipt of the required veterinary certificates is a condition precedent to any right of return.

If the purchaser's Mare becomes unfit for breeding or otherwise unbreedable, purchaser may substitute another Mare upon approval of Stallion Owner. Purchaser must request this change in writing.

All rights of return to the Stallion are Subject to prepayment of costs as set forth in 3(c) above.

7. REFUND OF FEES

This contract shall be null and void and the purchaser shall be entitled to a refund of amount paid hereunder if the Stallion should die, or become unfit for service prior to serving the Mare in the Present Breeding Season. The Purchaser shall not be entitled to any refund if the Stallion should die, or become unfit for service after the semen has been shipped or in any subsequent breeding season. No refund is available if Stallion is sold; but Purchaser may breed to another Stallion of the same or lesser Stallion Service fee, if applicable.

8. NON-ASSIGNMENT

This contract cannot be assigned or transferred by Purchaser. There shall be no right of return to the Stallion if the Mare is sold or otherwise changes ownership after having been serviced by the Stallion.

9. WARRANTY

The Stallion Owner is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.

The Purchaser hereby releases the Stallion Owner & the Farm (BenMar Farm, LLC) from any liability for any disease, injury or accident to the Mare or accompanying foal resulting from any negligence.

10. CERTIFICATE OF COVERING BY STALLION:

The Stallion will provide the Purchaser with a covering certificate upon receipt of Payment of Stallion Service Fee in Full along with Mare Details. Covering Certificates will be submitted to the I.D.H.S.N.A. at the end of the breeding season.

11. EMBRYO TRANSFERS

Embryo Transfers are subject to all the conditions of this contract per embryo. If two embryos are recovered with one insemination, the Stallion Owner must be notified and the Mare Owner is responsible for an additional stud fee. No additional booking fees or collection fees apply. When payment is received in full, a covering certificate from the Stallion Owner will be sent to the Mare Owner allowing for registration of each foal. A limited number of Embryos per year, pursuant to the rules set forth by the IDHSNA, can be registered from identical parentage. The Mare must be DNA tested and the results submitted to the IDHSNA office before foal(s) can be registered. DNA testing forms can be found on the IDHSNA official website. The IDHSNA registration requirements, section 8.4, state:

Embryo/Oocyte Transfer: Foals produced using embryo/oocyte transfer (ET/OT) to a surrogate dam will be eligible for recordation only when all IDHSNA registration requirements have been met. DNA is the only acceptable proof of parentage for an ET/OT foal. The IDHSNA must have DNA on file for both the biological sire and the biological dam of any ET/OT foal. Each foal produced by ET/OT must have a covering certificate.

12. SALES TAX:

All fees are subject to applicable Kentucky Sales tax. Purchaser is responsible for payment of tax.

13. GOVERNING LAW:

This contract shall be governed by the laws of the Commonwealth of Kentucky and shall be binding upon the parties hereto and their personal representatives.

The parties hereby agree that any legal action under this contract shall be brought in Oldham County Kentucky. The parties further hereby agree to have any disputes be resolved through mediation and arbitration by a licensed mediator chosen by the Stallion Owner.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals.

MARE OWNER (or Authorized Agent) _____
Street: _____
City: _____ State: _____ Zip: _____
Phone: _____ (day) _____ (evening)
Email: _____

STALLION OWNER (or Authorized Agent) _____
Street: _____
City: _____ State: _____ Zip: _____
Phone: _____

LICENSED VETERINARIAN: _____
PHONE: _____

Ship Semen Collection To:

Name: _____
Street: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ (Day) _____ (Eve.)
E-mail: _____

Required for Stallion Covering Certificate

Covering Stallion:
Bridon Belfrey, RID
#MP0101163

Mare: _____ **Registration #:** _____

Breed Society of Mare: _____

Mare's Sire: _____ **Registration#** _____

Breed Society of Mare's Sire: _____

Mare's Dam: _____ **Registration #** _____

Breed Society of Mare's Dam: _____

Stallion Service Dates (BenMar Farm use only): _____

BENMAR
FARM

Stallion Service Checklist:

Thank you for choosing BenMar Farm's **Bridon Belfrey, RID!** In order to keep the quality and marketability of Belfrey's youngstock high, all mares are subject to approval by BenMar Farm, LLC. We appreciate your help on supplying us with the following information.

- **Stallion Service Agreement**
- **Stallion Covering Certificate Form**
- **Mare Photos (Confirmation, front, hind and movement if possible)**
- **Copy of mare's registration papers, front and back, if applicable.**

Once completed, please forward this information to:

BenMar Farm, LLC
Jeanette Varghese
10501 Buckeye Trace
Goshen, KY 40026
www.benmarfarm.com
jeanette@benmarfarm.com

BENMAR
FARM