

RAVEN SKY

Registered JC Thoroughbred Stallion by Dance with Ravens (AP Indy x Dance Smartly [Danzig])

STALLION SERVICE CONTRACT

Owner:

Nicolette Merle-Smith

2697 Poindexter Rd

Louisa, VA. 23093

merlesmithsporthorses@gmail.com

(434) 953-7980

This contract is made between **Nicolette Merle-Smith** and _____ ("Mare Owner and or name for papers to be issued under) for breeding to the Stallion, **RAVEN SKY** (the "Stallion") for the 2023 Breeding Season, subject to the following terms and conditions:

Name of Mare _____

Breed _____ Reg. # _____ Color _____

Foaled (year) _____ by _____ out of _____ by _____

Owner or Lessee: _____ Email: _____

Address: _____
City State Zip

Please return this contract with a copy of your mare's registration papers if possible or if not possible, a copy of her pedigree.

What breed association do you plan to register your foal with? _____

PHYSICAL ADDRESS and phone number(s) TO SHIP SEMEN: Phone# _____

****NOTE – YOUR VETERINARIAN'S INFORMATION IS THE MOST IMPORTANT DETAIL AS COMMUNICATION BETWEEN THE COLLECTING AND INSEMINATING VETERINARIANS IS VITAL TO SUCCESS. PLEASE IMPRESS THIS FACT UPON YOUR VET. ****

Mare Owner's vet's name & phone number: _____

Closest Airport for counter-to-counter pickup _____

Embryo Transplants are prohibited without prior permission of Nicolette Merle-Smith. If Nicolette Merle-Smith approves an Embryo Transplant, Nicolette Merle-Smith is due a stallion service fee (breeding fee) for each Recipient Mare that receives an Embryo Transplant.

1. SERVICES: This breeding right is sold with Live Foal Guarantee (in event of failure of a live foal resulting from this breeding 30 days from the foaling date there is a re-breeding right until the end of breeding season 2024) with all fees and deposits payable to Nicolette Merle-Smith prior to shipment of any semen.

2. FEES: Mare Owner agrees to pay Nicolette Merle-Smith the following fees:

The non-refundable Stallion Service Fee is \$1250.00 USD

- The entire stallion service fee must be paid in full. **(some discounts are date sensitive)**. Payment may be made by Check, PayPal, Venmo or Credit Card (to Silver Trophy Stables). Shipping fees to be paid by Mare Owner. Credit Card payments subject to 3% processing fee.

Mare owner is also responsible for the following costs:

1. Semen collection: AT ACTUAL COST of collection, to be **paid up-front** to collecting facility -TBD.

****Very important** – communication with the collecting facility is paramount, please place their contact info in your phone and have your Repro Vet communicate with them about your mare!

Any problems with shipped semen, cooled or frozen, upon delivery, must be reported within 24 hours of delivery to the **collecting Veterinarian\facility** and the original shipment needs to be sent back “as is” immediately. If Nicolette Merle-Smith is not informed within that cycle, Nicolette Merle-Smith is not responsible for replacing or crediting the shipment.

If an Equitaner container is used, it must be returned clean. If coolant cans are damaged or missing, Mare Owner agrees to reimburse the collecting facility for any repair or replacement.

2. Returning Container: After receipt and use of semen, container must be shipped back to the collecting Veterinarian\facility within 5 days by Federal Express or UPS. There will be a late container fee of \$20.00 per day. If disposable containers with a cardboard shell are used, they do not need to be returned. Note that the return shipping of the container is also Mare Owner's responsibility.

ALL FEES AND COSTS ABOVE MUST BE PAID BEFORE SEMEN WILL BE SHIPPED OR MARE IS BRED. IF THE PAYMENT IS INSUFFICIENT TO COVER COSTS, MARE OWNER AGREES TO PAY ALL ADDITIONAL COSTS PROMPTLY UPON DEMAND BY NICOLETTE MERLE-SMITH.

3. RESERVATIONS FOR SEMEN: Nicolette Merle-Smith's receipt of the above stud fee confirms the Mare's reservation to breed to the Stallion for the Present Breeding Season, the dates are **April 1 - June 30**.

Mare Owner will provide estimate on mare's estrus cycle (Repro Vet should be able to determine). Mare owner agrees to contact Nicolette Merle-Smith, by phone, (as early as possible) fourteen (14) to seven (7) days before the scheduled breeding date.

Semen will be collected on all weekdays, Monday through Friday. **Minimum 24 hours notice is necessary to book the appointment to collect the stallion.** Final confirmation to ship semen must be received by phone 9 am Eastern Standard Time on the day of the collection = one day BEFORE the mare is to be inseminated.

Availability of semen on a given day is also a subject to such factors that are out of our control, for example but not exclusively the availability of services of the veterinary/ professional service that is scheduled to collect the stallion at the time.

Semen will be shipped FedEx or UPS overnight. Mare Owner will be charged actual shipping fee.

4. CONDITIONS: Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to Nicolette Merle-Smith. An intrauterine culture may be required for return service.

5. RETURN OF SERVICE: Mare Owner shall not be entitled to a refund of fees paid. However, the Mare shall have the right of return to the Stallion's service in the following breeding season in the following circumstances:

a. If the Mare does not settle during the Present Breeding Season, is examined in foal but becomes barren or aborts during gestation, or if the Mare subsequently produces a live foal that dies before it is 30 days old, she is eligible for return service upon receipt by Nicolette Merle-Smith, a veterinary certificate within 14 days notifying her of such status.

b. Nicolette Merle-Smith may require a veterinary certificate to affirm that the Mare had been immunized for equine rhinopneumonitis (equine herpes type 1) during pregnancy. Where requested by Nicolette Merle-Smith, the certificate shall also confirm that the mare was properly cared for during gestation and was attended at foaling.

c. Mare Owner may, pursuant to written request only and pending approval, substitute another mare.

6. REFUND OF FEES: If the Stallion should die or becomes permanently unfit for service in or for the entire duration of the present and the subsequent breeding season(s) BEFORE any shipment of semen to mare in question takes place, Mare Owner is entitled the return of the breeding fee or option to breed to another MSS stallion.

No fees will be returned once semen has been shipped one time.

Any expenses apart from the Stud Fee, incurred by Mare Owner, related to the breeding, such as Mare Owner's veterinarian expenses, stallion collecting expenses, shipping of semen, etc. are also non-refundable under any circumstances, and entirely the responsibility of Mare Owner.

8. NON-ASSIGNMENT: This contract cannot be assigned or transferred by Mare Owner.

9. EXCLUSIONS OF WARRANTIES: NICOLETTE MERLE-SMITH AND MARE OWNER AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (EXCEPT THE EXPRESS WARRANTY THAT SEMEN SHIPPED PURSUANT TO THIS CONTRACT IS THE STALLION'S SEMEN) ARE EXCLUDED FROM THIS TRANSACTION.

10. REMEDIES: Mare Owner agrees that Nicolette Merle-Smith shall not be liable for incidental or consequential damages resulting from any act or omission of Nicolette Merle-Smith or the veterinary service employed by Nicolette Merle-Smith, nor shall Nicolette Merle-Smith be responsible for lost, delayed, or damaged semen if the loss, or delay, or damage occurred after shipment by Nicolette Merle-Smith. Under no circumstances shall Nicolette Merle-Smith's liability to Purchase for any reason exceed the sum or value of Mare Owner's payments to Nicolette Merle-Smith under this contract. Any problems must be reported by phone and followed up by email and in writing within 24 hours of receiving semen.

The parties agree that mare owner shall assume all responsibility for the condition of the mare under all circumstances and shall bear risk of loss and damage whether by death, disease, injury, infection, or otherwise, and by any cause whatsoever, and therefore agrees to hold Nicolette Merle-Smith or any person associated with or working for Nicolette Merle-Smith harmless for any and all damages associated therewith.

11. Breed Registry Fees: Mare owner will be responsible for payment for fees to breed registries. Nicolette Merle-Smith will activate the stallion for the breeding seasons in question but takes no guaranty of any foal from this service being accepted by any breed registry.

12. GOVERNING LAW: This contract shall be governed by the laws of the state of Virginia and shall be binding upon the parties hereto and their heirs, personal representatives, and successors.

13. MISCELLANEOUS TERMS: Mare Owner shall be liable for any and all costs incurred by Nicolette Merle-Smith in the collection of any sums owed, including costs and attorneys' fees. The parties agree that any litigation between them will be conducted in a court of competent jurisdiction in Virginia. The parties expressly agree that jurisdiction and venue for any and all disputes arising under the agreement shall be proper only in the state of Virginia.

14. ENTIRE AGREEMENT: This contract is intended be the parties to be a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all prior negotiations and representations (oral or written) having been incorporated herein. No course of prior dealings between the parties, or their officers, employees or agents, shall be relevant or admissible to supplement, explain or vary any of the terms of this contract.

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

Stallion Owner or Agent

Nicolette Merle-Smith

Signed: _____ Date: _____

Mare Owner or Lessee

Name _____: _____ Date: _____