

FEE INSTRUCTIONS AND OTHER IMPORTANT INFORMATION 2019

Sempatico will be standing at:

Birch Creek Farm Sporthorses

248 Sherwood Drive

Waymart PA 18472

Phone: 609-947-3457

- Booking and stud fees are as follows: **SEMPATICO'S** booking and stud fees are as follows: \$400 booking + \$850 stud fee for any NON TOBIANO, for TOBIANO Warmblood mares \$400 booking + \$1600 stud fee, for NON Warmblood TOBIANO mares stud fee and booking are: \$400 booking + \$1000 stud fee. **\$200**
- You can receive discounts off stud fees for mares of high quality, multiple bookings, Pony Club, 4H, etc. Please consult with Silverwood Farm to see if you may be eligible. The above discount is not combinable with other special offers and discounts that Silverwood maybe offering.
- 2019 All shipments and picks up orders are being fulfilled by Birch Creek Farm, 248 Sherwood Drive, Waymart PA 18472 Phone: (609) 947-3457
- **Your breeding certificate/report will arrive in your first shipment.** Please make sure that you and your vet follow the instructions, this is an important document and you will need to retain the **original** for your records and future registration of the foal. Please DO NOT return any portion of the report to us before your mare is declared at lest 60 days in foal or if you have decided to wait until following season to breed. Please take a moment to read the sample certificate provided.
- Shipment orders **must** be received no later than **11:00 AM EST** on day of shipment for over night delivery and no later than **10:00 am** for airport shipments.
- We do not ship on Saturdays or Sundays but pickups are available.
- If you have any questions, please do not hesitate to give us a call we will try to help you any way that we can.

Thank you.

Silverwood Farm & Birch Creek

STALLION CONTRACT

This contract, *dated this _____ day of _____, Yr. 2019, by and between **SILVERWOOD FARM, INC.** (hereinafter "Silverwood") the mare owner and stallion owner.

NAME: _____ (hereinafter "mare owner")

ADDRESS: _____

PHONE #: _____ **CELL #:** _____ **EMAIL:** _____

Stallion Owner: Liz Hall Silverwood Farm (hereinafter "stallion owner")

WITNESSETH

By their signatures to this contract, the mare owner confirms a reservation to breed the mare :

NAME: _____ **REG.** _____ **#** _____

Sire: _____ **Dam:** _____

To the stallion **Semptico M**, under the following terms and conditions.

TERMS AND CONDITIONS

1. The mare owner shall pay a non-refundable booking fee of *\$400.00. The booking fee is due payable upon the execution of this contract. The mare owner shall pay a stud fee of _____ due payable before mare is bred.

The mare owner shall pay a non-refundable lab/collection fee of \$150.00 for pick up at Birch Creek Farm. Shipping is at cost with credit card on file with Birch Creek farm or by providing a shipping account number to be kept on file. **Prices for collections subject to change without notice, due to changing fuel costs/price, supply costs and shipping charges.*

2. The mare owner shall return a copy of mare's papers and photo via email or with this contract. This contract is subject to acceptance of the mare/mares by Silverwood/stallion owner. If the mare/mares is not acceptable to Silverwood/stallion owner, at its sole option, Silverwood shall return the booking fee to the mare owner, and this contract shall be void.

3. The mare owner shall be entitled to re-breed the mare until the mare delivers a foal (a Pinto foal in the case of a breeding to Sempatico) that stands and nurses. This guarantee shall apply only if the BREEDING REPORTS-breeding soundness, insemination and pregnancy, or loss of pregnancy report (if applicable) are returned according to the instructions therein. **IF THESE REPORTS ARE NOT RECEIVED BY SILVERWOOD AS INSTRUCTED, ALL GUARANTEES, REFUNDS, BREEDINGS, OR REGISTRATION POSSIBILITIES ARE NULL AND VOID.** The provisions and instructions of the breeding soundness, insemination, pregnancy and the loss of pregnancy reports are hereby incorporated into this contract and made a part hereof, and the parties agree to abide by said provisions and instructions. The breeding report/certificate will come packaged with the first semen shipment of the breeding year, please make sure to have your vet fill out the form. Your vet will also need to verify on the certificate that the mare was cultured prior to breeding.

4. If the stallion becomes unavailable because of fertility or death to fulfill the live foal guarantee during the two year contract, one breeding dose of frozen semen will be offered. The frozen semen must be taken and stored by mare owner within 60 days of notice. No other refunds or returns will be offered.

5. If a licensed veterinarian determines that the mare is unsuitable for breeding, the mare owner may substitute a new mare, subject to acceptance of a new breeding mare by Silverwood. This substitute mare shall be bred under the same terms and conditions as the original mare.

6. In the event of breeding by transported semen, mare owner shall give Birch Creek Farm **advance notice of request for shipment no later than 11 am on the day of shipment**. Mare owner shall pay, in addition to the booking and breeding fees, all reasonable and actual costs of transporting the semen from Birch Creek to mare owner, as well as insemination of the mare by mare owner's veterinarian.
7. Silverwood & Birch Creek Farm 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 by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination, and therefore releases discharges, indemnifies and holds harmless Silverwood Farm, Birch Creek Farm, stallion owner, its 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 Silverwood/Birch Creek /stallion owner in defending any claims for which the mare owner has agreed to release, discharge, indemnify and hold harmless Silverwood/Birch Creek/stallion owner, its agents, employees, officers and directors.
8. The mare owner agrees to use the shipped semen only on the mare named above in this contract and shall have a licensed veterinarian verify in writing that the shipped semen has been used only to inseminate the mare named above in this contract. The mare owner agrees to deliver such certification to Silverwood within the breed report provisions, instructions and deadlines.
9. The live foal guarantee mentioned in paragraph 3 above is expressly contingent upon the mare owner properly caring for the pregnant mare. Proper care shall include, but shall not necessarily be limited to, proper feeding and nutrition, regular deworming with products approved for pregnant mares, vaccinations that are customary in the mare owners geographical area, and proper intervention during foaling if necessary.
10. If the mare is not covered, bred or delivers a live foal within 2 (two) years, starting from January first (1) of the year the contract was signed, the contract will be null and void and no refunds, rebreedings, or fees will be returned/given to Mare owner.
11. The mare owner may not assign any rights or delegate any duties under this contract without the prior written consent of Silverwood.
12. No delay or failure by Silverwood /stallion owner to exercise any right under this contract shall be deemed a waiver of any right or remedy otherwise available to Silverwood.
13. 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. This contract shall be construed and governed by the laws of the Commonwealth of Virginia, and the parties expressly agree the jurisdiction and venue for any and all disputes arising under this contract shall be proper only in Loudoun County, Virginia. In the event that Silverwood/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 the Commonwealth of Virginia, the customer agrees to pay said attorney's fees and costs.

Date: _____ **Mare Owner:** _____

Date: _____ **Silverwood:** _____
 President, Silverwood Farm, Inc.

Date: _____ **Stallion Owner:** _____
 (If stallion is not owned by Silverwood)

THE BREEDING REPORTS MENTIONED IN THIS CONTRACT; Will be sent in your first shipment.