



SILVERWOOD FARM
 39331 Rodeffer Rd.
 Lovettsville, VA. 20180
 Phone/Fax (540) 822-9110



2009 SEASON ONLY Sempatico STALLION CONTRACT

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

NAME: _____ (hereinafter "mare owner")

ADDRESS: _____

_____ **PHONE #:** _____

PHONE #: _____ **EMAIL:** _____

Stallion Owner: _____ (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** if the stallion is alive, fit to breed and standing at Silverwood, under the following terms and conditions.

TERMS AND CONDITIONS

1. The mare owner shall pay a stud fee of **\$500.**

The mare owner shall pay a non-refundable lab/shipping fee of ***\$80.00** for pick up at Silverwood Farm. ***\$160.00** , for an overnight shipment. ***\$180.00** , for a Friday to Saturday shipment; ***\$305.00** from airport (Dulles), ***\$370.00** , from airport (National), for every Shipment, or collection. These fees will be taken from a \$200.00 container deposit, which is due before first semen shipment. Any remaining deposit or fees that go over deposit will be billed or refunded at end of breeding season on or around October 1st of the year mare is bred, unless shipping fees go \$200 over current deposit, then they will be billed before next shipment. A **\$20 discount per shipment/collection will be applied** if you "pay as you go" via Paypal; payments can be made on our website at: www.silverwoodfarm.com/ship.html or at: www.paypal.com payment to pintofoal@aol.com or if you pick up at Silverwood Farm and pay via cash or check at time of pick up. **Prices for collections subject to change without notice, due to changing fuel costs/price, supply costs and shipping charges.*

2. This contract is for the **2009 breeding season only**. There is **NO** live foal, guarantees, refunds or returns.

3. There is a **limit of 5 shipments** (approximately 10 insemination does, 2 sent per shipment).

4. The mare owner shall return a copy of mare's papers and photo (please send photo with self addressed envelope if it is to be returned) 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 fee to the mare owner, and this contract shall be void.
5. 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, YOUR REGISTRATION POSSIBILITIES COULD BE 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.**
6. 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.
7. In the event of breeding by transported semen, mare owner shall give Silverwood **advance notice of request for shipment no later than 12 noon 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 Silverwood to mare owner, as well as insemination of the mare by mare owner's veterinarian and the expense of returning the container to Silverwood Farm.
8. The mare owner shall reimburse Silverwood for all semen shipment expenses. There will be a **\$25.00 late/rental fee per day** if the semen container is not returned to Silverwood within 15 days of shipment and a **\$30.00 replacement fee (\$400 for Equitaners)** if the container is not returned to Silverwood within 30 (10 days for Equitaners) days of shipment or if not received in reusable condition. The mare owner shall remit a container deposit of \$200.00 by separate check before semen shipment. The shipment costs will be deducted from the \$200.00 deposit and any remaining deposit money will be refunded at the end of breeding season (on or around October 1).
9. Silverwood 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/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 /stallion owner in defending any claims for which the mare owner has agreed to release, discharge, indemnify and hold harmless Silverwood/stallion owner, its agents, employees, officers and directors.
10. 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.
11. If the above described Silverwood stallion is not available to Silverwood for re-breeding, and if re-breeding is necessary, Silverwood may, at its option, and mare owner's approval, substitute another stallion for breeding to the mare. Silverwood is not liable for refunds, re-breedings, or any other claims for stallions standing at Silverwood that are not owned by Silverwood or Elizabeth Hall. Owners of other stallions standing at Silverwood hereby agree to all provisions and terms in this contract, and hereby agree to be liable for any and all refunds, rebreedings or claims, paid to them by mare owner. Notwithstanding the above, the mare owner also shall remain responsible for paying any new fees, for covering mare and any other fees incurred by Silverwood /stallion owner on behalf of or for the benefit of the mare owner.

12. All billing statements shall be paid to Silverwood /stallion owner within ten days of the billing date. Interest at the rate of one percent (1%) per month shall be charged on all balances unpaid and overdue for 30 days, and the customer hereby agrees to pay such interest and concurs that said interest in a reasonable charge on overdue accounts. If the customer fails to pay any amount due hereunder for more than 30 days after the billing date, Silverwood/stallion owner may immediately accelerate all other amounts due under this contract upon written notice to the mare owner, and all amounts so accelerated shall be immediately due and payable. In addition, if the mare owner fails to pay any amount due hereunder for more than 30 days after the billing date, Silverwood /stallion owner is not obliged to perform further under the contract until all past-due amounts have been paid current.
13. The mare owner may not assign any rights or delegate any duties under this contract without the prior written consent of Silverwood.
14. 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.
15. 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.