



## STALLION SERVICE CONTRACT

Subject to the following terms and conditions, I the Undersigned (hereafter "Mare Owner")

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Address

Hereby agrees to breed the mare named: \_\_\_\_\_

\_\_\_\_\_  
Age

\_\_\_\_\_  
Breed

\_\_\_\_\_  
Registration No.

To the Stallion \_\_\_\_\_,  
managed and owned by Goorigian Farms, Gary and Linda Goorigian, during the breeding season \_\_\_\_\_. In consideration of this breeding, the Mare Owner agrees to pay the Stud Fee of \$ \_\_\_\_\_, service fee and Equitainer rental deposit of \$ \_\_\_\_\_ in full; in advance, the booking fees of \$ \_\_\_\_\_ in full to Goorigian Farms, as well as any other additional charges involved. I understand that I must return one signed and dated copy of this agreement with the attached Mare Health forms & breeding soundness, her photo, copy of her registration papers, and show records (if applicable); along with Booking fee, Stud Fee, Service fee, & Equitainer rental deposit to initiate this contract.

I understand that in order to retain rebreeding rights under the LIVE FOAL guarantee provision herein, I must also return the completed and signed Veterinary Certificate of Insemination and Pregnancy Examination later each season for all breedings performed by shipped semen.

1. Goorigian Farms agrees that if the stud fee and all associated fees are paid, and should mare subsequently, as a result of this breeding, not deliver a live foal(s) that can stand and nurse, the stud fee shall be carried forward for a second breeding season. A breeding season, for the purposes of this agreement, shall be deemed the same as the current calendar year. The stud fee shall be carried forward only one season, however. Thereafter, this contract shall be deemed fulfilled even if said mare, or her substitute (see paragraph 2, herein), still fails to conceive or to deliver a live foal(s) the subsequent season. Once a live foal(s) has been delivered, this contract has been fulfilled in its entirety by Goorigian Farms.

2. Should the mare booked herein fail to conceive and carry a pregnancy the first season, substitution of another mare in her place may be allowed at the sole discretion of Goorigian Farms.

3. The stud fee will be carried forward, and the live-foal guarantee is valid, ONLY if the Mare Owner has properly maintained the health of the mare, and verifies the mare's pregnancy loss, stillbirth, or newborn foal death by providing Goorigian Farms with an original, signed and dated veterinary certificate, on the veterinarian's letter head stationery, clearly stating the following:

- a. Identification of the mare named herein.
- b. Verification of the loss of pregnancy or stillbirth,
- c. Autopsy or other pertinent examination of mare, foal, and/or placenta with an explanation, for the abortion/stillbirth/foal death; and
- d. Verification that, in the veterinarian's best judgment, the mare Maintained in a reasonable state of health and under reasonable condition including all vaccinations and deworming as recommended by the veterinarian, including, but not limited to vaccination against Rhinopneumonitis, and that monitoring of the mare around the time of foaling was adequate to reasonably detect and attend to any foaling difficulties.

Goorigian Farms must receive this certificate within thirty (30) days of discovery of the mare's pregnancy loss or foal death, and in any case prior to further rebreeding of said mare or semen shipments to said mare.

4. It is further agreed that if the sire to which this contract pertains to should die, or otherwise become unfit for service for the breeding of said mare, by whatever means, then the stud fee and any remaining deposits on semen shipping fees shall be refunded within thirty (30) days, and this contract shall then become null and void. Should the mare die or become unfit for service later in the life of this contract, then a substitute mare shall

be allowed for the balance of the contract term at Goorigian Farms' discretion.

5. Mares to be bred under this contract as donor of any embryo transfer attempts shall incur a higher stud fee than that applicable to mares bred to carry their own foal. This stud fee is \$\_\_\_\_\_ (25% additional), which takes into account the statistically expected percentage of viable embryos which either may not be recovered, or which do not transfer successfully, through no fault of Goorigian Farms; thus reasonably compensating Goorigian Farms for the extra breedings thus required to provide mare owner with a Live Foal Guarantee for the donor mare (and her embryo recipient). In this instance, "mare refers to either the donor mare named herein, or to her embryo recipient for the purposes of the contract. Mare owner hereby agrees and certifies that said embryo transfer(s) shall be performed by a licensed veterinarian knowledgeable and experienced in such procedures.

6. Shipping costs will be identified at time of shipping (due to readily changing prices). The Service fees covers the costs of semen collection and associated materials, evaluation, processing and packaging of shipment, shipping documentation and arrangements, consultation with the receiving veterinarian as requested, airfreight/shipping charges, and any courier transport of the shipment. Should costs, as a result of multiple shipments, exceed the fees held/deposit on account, Mare Owner shall be billed for same and shall pay these additional charges within the billing terms provided, i.e. net 30 days. It is agreed that if for any reason, such bills are not paid in a timely fashion, that the live-foal guarantee provision shall not apply and that Goorigian Farms shall be entitled to whatever reasonable attorney's fees and costs it may incur to collect payment.

7. Mare Owner understands that at least 24 hours advance notice must be provided to Goorigian Farms for semen collection and shipment (this means 36 or more hours prior to the time that Mare Owner will be able to inseminate said mare). While many early morning requests (before 10 am P.S.T.) can be processed and shipped the same day, it is not always possible. Every effort will be made to accommodate short-notice requests, but Goorigian Farms does not guarantee such accommodation. Sufficient advance notice normally allows an overnight door-to-door service, thus eliminating airport courier fees and the inconvenience of airline counter-to-counter shipments.

8. Mare Owner understands and agrees that should the stallion be unavailable for more than 30 consecutive days, for example, showing or competing, or for any other reason unable to provide fresh semen, that

frozen semen will be made available to Mare Owner as a substitute if available (maximum 3 straws per mare per shipment). The ordinary fees for shipping frozen semen shall apply, per the current fee schedule. Mare Owner shall be responsible for the difference in shipping costs and payable to Goorigian Farms in advance. It is Mare Owner's responsibility to notify Goorigian Farms in advance of anticipated semen requirements, recognizing that circumstances may render fresh semen unavailable. In such a situation, Goorigian Farms shall offer available frozen semen without inconveniencing Mare Owner. Mare Owner shall still be responsible for payment of costs and for the return of the shipping container. If Mare Owner prefers not to use frozen semen, or if frozen semen is unavailable, then Mare Owner must wait until a subsequent cycle to breed said mare, and Goorigian Farms shall not be liable for any costs thus incurred by Mare Owner.

9. Mare Owner is responsible for having a veterinarian perform a breeding soundness examination on said mare, including a uterine culture and cytology on all non-maiden mares, the results of which must be forwarded to and on file with Goorigian Farms prior to semen shipment. Mares having a poor reproductive history and/or mares over 15 years of age may require a uterine biopsy at Goorigian Farms discretion, and at the Mare Owner's expense, either as a basis for accepting this contract or to evaluate a mare mid-contract which is failing to conceive and/or maintain a pregnancy. Mare Owner is responsible for having both a 30 & a 60 day pregnancy examination performed on said mare and for forwarding the results of these pregnancy checks to Goorigian Farms. \*An 18 day pregnancy check by your veterinarian is advisable.

10. Recognizing that not all Breed Registries recognize the use of frozen and/or cooled semen, or embryo transfer, for the purpose of registering resulting offspring, it is Mare Owner's responsibility to inquire with whatever Registry(s) may be utilized in registering any foal or foals resulting from the execution of this contract as to the recognition of these procedures. Goorigian Farms may provide to the best of its knowledge, information regarding individual Registry rules, but it is not a final authority in those rules, and cannot be held responsible for knowledge of those rules, any changes therein, or for the ultimate registerability of any foal resulting from the execution of this contract.

11. In no case shall semen be shipped or said mare bred prior to acceptance of a properly completed and signed contract by Goorigian Farms, including payment by Mare Owner of required stud fee, booking fee, service fee, and container rental deposit. It is Mare Owner's responsibility

to timely deliver all documents relevant to this contract to Goorigian Farms and Goorigian Farms will not be responsible for any failure of/or delay in delivery for any reason. In addition, Goorigian Farms and its veterinarian will not be responsible for any delays or failures in semen delivery outside of their immediate control. This contract shall be binding upon both parties when signed, and this agreement accepted by Goorigian Farms or its duly authorized agent, named herein. This contract shall be binding upon all heirs and assigns. Any legal action required to enforce the terms of this contract shall be subject to all reasonable attorneys' fees, court costs and other related expenses, whether or not they are chargeable on a cost bill, as may be awarded by the court. It is agreed that a returned check charge of \$20.00 will be applied.

I, the undersigned, do hereby certify that I am the Mare Owner named herein, or a duly authorized agent or lessee thereof, and have the authority to enter into, and be bound by, this contract, as witnessed by my signature. Further, I certify that I have read and understand the terms of this contract and the attached fees and charges, seeking legal advice if I desire any clarification. I am requesting breeding of the mare named herein to the stallion named herein via SHIPPED FRESH COOLED SEMEN subject to the possible substitutions as stated herein.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Mare Owner/Agent (circle one)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone number(s)

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Goorigian Farms, Gary or Linda Goorigian (owners/managers)

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