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STALLION SERVICE AGREEMENT

This contract, made and entered into this ____ day of _____, 2009, by and among Polo Ridge Farms, LLC (“agent” or “Farm”) for _____, and Mare Owner or Lessee (“Mare Owner”) _____. All rights and responsibilities between parties for The 2009, breeding season are set forth in this contract.

1. Mare Owner agrees to breed the mare named _____, Registration # _____, Breed _____, (the “Mare”), to the stallion, _____, Registration # _____, Breed _____, (“Stallion”), during the 2009 breeding season (commencing February 1, 2009 and ending on July 1, 2009).
2. Mare Owner shall pay a breeding fee of \$ _____ (USD) which includes a Non-Refundable booking fee/chute fee of \$250.00 (USD) to have mare bred to Stallion in 2009 upon signing of this contract. Mare Owner shall pay the breeding fee prior to receiving shipped semen or prior to the mare departing the farm.
3. Mare Owner agrees to pay for care and feeding while in the custody of Farm at \$16.50 per day for dry mares and \$17.50 for wet mares. Show mares may be boarded for breeding purposes at \$25.00 per day which includes daily grooming, exercise and/or turnout. A foaling fee of \$300.00 shall be charged if the mare delivers a foal at the farm. Invoices shall be sent on a monthly basis. Mare owner has inspected the Farm and is satisfied with same as evidenced by signing below.
4. If a rebreed occurs, a \$250 chute fee will occur
5. The following charges apply to Cooled Shipped Semen.
 - A. Fed-Ex or UPS per next day shipments: \$250.00
 - B. Counter to Counter Air shipments \$350.00
 - C. Canada shipments will be \$365.00 (due to increased fee’s due to CA regulations)
 - * These rates include all outbound Fed-Ex or UPS fees, For disposable containers.
 - * All Semen that is shipped by whatever method shall be fully tested and a control sample shall be maintained at the farm.
6. Mare owner warrants that the mare is healthy, in sound breeding condition, is halter broke and registered with the breed association shown above. Agents retains the right to require negative uterine culture or equine cytology with

sensitivity test may be required for maiden and/or barren mares or any mare requiring more than three (3) semen shipments in the breeding season. A current, legible copy of the mare's registration papers must be attached to, and will become a part of, this agreement.

7. All parties agree to diligently try to settle Mare. Should Mare not settle, Mare Owner will hold Agent and Farm Harmless for any resulting loss or damages. Farm shall not be liable for any injury, sickness, disease or death of Mare or her offspring arising from exercise of the breeding rights and privileges granted herein. Insurance is the responsibility of the respective parties to this Agreement. Also, Mare Owner agrees by signing below that Agent is authorized to consult with and obtain direction and follow a licensed veterinarian's direction with regard to the mare and fully releases and holds harmless Agent, the Farm, their respective officers, directors, employees, agents representatives, assigns affiliated persons, and/or others on their behalf.

8. The LFG shall be conditioned upon compliance by Mare Owner of all conditions set forth in this Contract. Stallion Owner hereby guarantees to Mare Owner that a single, Live Foal will result from the privileges granted herein. "Live Foal" means that the foal will stand and nurse. It is further agreed that should the mare die, prove barren, abort the foal, or if the foal is stillborn, Mare Owner is entitled to return services for the subsequent breeding season only to Stallion, provided that mare Owner has remained in compliance with the terms and conditions set forth herein and all outstanding accounts with regard to the rights and privileges granted herein are paid in full. If Stallion dies, sells, or becomes unfit to breed before mare is bred, Stallion Owner shall have no liability to Mare Owner except notification of this occurrence. Refunds will be given at the sole discretion of the stallion Owner. If the Mare dies during breeding season, Mare Owner may substitute another mare upon written approval of alternate mare by both parties to this contract. Stallion Owner shall be released from the LFG and the LFG shall be void if

- A. Mare Owner fails to notify Polo Ridge Farms/ or Stallion Owner within forty-eight (48) hours after the time of the foaling that a live foal was not produced; and
- B. Within fourteen (14) days after such event, Mare Owner has not provided certification that foaling was properly attended and produce a veterinarian's statement substantiating the failure of the mare to produce a live foal.

9. At Mare Owner's request, Stallion Owner may issue a breeding certificate after the Mare's sixty (60) day pregnancy check by a licensed veterinarian and determined to be "safe in foal". However, all charges must be paid in full prior to issuance of the breeding certificate. Mare Owner shall not sell or assign this breeding contract without prior written consent of Stallion Owner. There shall be no substitution of mares without the express written consent of Stallion Owner. Any attempt to assign or substitute without prior written consent of Stallion Owner will terminate this Agreement and release Stallion Owner from all obligations contained herein.

10. If more than one embryo results from a breeding during embryo harvesting, Mare Owner must pay an additional Stallion Service fee within sixty (60) days of confirmed pregnancy in order to receive a certificate for the additional foal(s). However, if Mare has a twin birth resulting in two foals that stands and nurses an additional breeding certificate will be issued.

11. **WARRANT.** NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERRED BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE THAWED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS IS GIVEN BY THIS AGREEMENT.

12. **INDEMNIFICATION:** Mare Owner shall be solely responsible for all acts and behavior of Mare at all times during this agreement. In no case shall Agent, Polo Ridge Farms, LLC, and their respective officers, directors, employees, agents representative, assign affiliated persons, and / or others acting on their behalf be liable for the acts and behavior of Mare other than in the exercise of gross negligence or willful and wanton misconduct on the part of Agent in breeding, handling and / or keeping of the Mare. Mare Owner also hereby agrees to indemnify and hold Agents harmless against all damages sustained or suffered by any third person that were caused by the acts of the Mare and or her foal.

13. **RELEASED AND HOLD HARMLESS:** Mare Owner understands that every reasonable effort to ensure a safe delivery will be utilized. Mare Owner agrees to release and hold harmless Agent and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner

may sustain arising out of being on the premises of Polo Ridge Farms, LLC (unless Stallion Owner or Polo Ridge Farms, LLC caused the injury, damage or loss intentionally or in reckless disregard for the safety of the Mare Owner).

Mare owner understands that every reasonable effort to ensure a safe delivery will be utilized. Mare Owner agrees to release and hold harmless Farm, Agent, and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of breeding, handling, foaling, or keeping of the Mare at Polo Ridge Farms, LLC that may accrue from and cause whatsoever including, but not limited to, theft, fire, escape, running away, accidents, illness, injuries or death during the term of this Agreement or while Mare is in the care and custody of Polo Ridge Farms, LLC.

14. This Agreement represents and constitutes the entire agreement between parties. This Agreement shall not be altered except in writing and accompanied by the signature of both parties. The parties signing below represent that they are fully authorized to execute this agreement.

15. The Mare will not be bred to the Stallion without a fully signed copy of this agreement as well as the appropriate documentation having been received and approved by Agent.

16. Mare will not be released from Farm's custody until fees are paid in full.

_____	_____
Stallion Owner or Agent	Mare Owner or Agent
_____	_____
Date:	Date:

MARE OWNERS BILLING ADDRESS AND CONTACT INFO:

Name: _____

Address: _____

City, State, Zip Code: _____

Daytime Phone Number: _____

Home Phone Number: _____

Fax Number: _____

Cell Number: _____

E-Mail Address: _____

ADDRESS FOR DELIVERY OF SHIPPED SEMEN

Name of Facility: Contact Person _____

Street Address: _____

City, State, Zip Code: _____

Day Phone: _____

Fax: _____

Cell/mobile: _____

Closest Airport: _____





8360 Helmick Rd/ P O Box 227
Monmouth, Or 97361

2009 Shipping Calendar for Polo Ride Farms

***PLACE YOUR ORDER FOR SEMEN
AS SOON AS YOU CAN!!!**

- ** We ship on a **FIRST ORDERED, FIRST SHIPPED** basis.
- ** We note the time/date ordered.
 - ** Make sure your vet knows our shipping dates so he/she will know to order semen.
 - ** **If at all possible, Semen should be ordered the afternoon/evening before our collection day.**
 - ** We can take orders up until 8am PST on shipping days.

TO ORDER SEMEN:

Call 503-838-5704 or fax order form to 503-838-2689 or 503-930-2945

The phone is answered 24 hours a day (unless we are on the other line) if you don't reach a live person on your first try leave a message with a good contact phone number and someone will get right back with you to get your semen order processed. Make sure you have a voice confirmation about having received your semen order if you have left a message via voice mail ----- Thanks!!!!

Please make sure to have you Federal Express Shipping address ready.

If shipping via the airlines for same day service, please know complete and accurate name of the closest large airport to you.

2009 Shipping days are Monday, Wednesday, Friday, Saturday.

****Shipments sent on Saturday will need to be flown in via the airlines as Fed Ex dose not pick up on those days**

**** Shipments sent on Friday will need to go at a Federal Express address that has Saturday delivery (if your home address or vet's office does not have Saturday delivery, this can be sent to a business close to you or a Federal Express location -- just make sure it has Saturday delivery availability).**

Payments

If your Mare progresses more rapidly than you expect and you need a shipment that hasn't been pre-paid, Just call us-- we accept Visa & Mastercard for your convenience!

THANKS FOR BREEDING!!!!!!!