

Kerrigan Bloodstock

Stallion service contract

The mare, _____ is booked to the stallion, KB OMEGA FAHIM+++// owned by Elaine Kerrigan at KERRIGAN BLOODSTOCK for the 2009 breeding season.

There is a \$500 booking fee (included in stallion fee), wholly earned and non-refundable, payable to KERRIGAN BLOODSTOCK and due before semen is shipped or mare is bred.

All costs of shipping the frozen semen from PACIFIC INTERNATIONAL GENETICS to Mare Owner's Veterinarian will be borne by Mare Owner.

Mare Owner understands that requests for semen shipments must be made by contacting PACIFIC INTERNATIONAL GENETICS at (530) 529-0703 and arranging payment for such shipping. Mare owner is expected to contact PACIFIC INTERNATIONAL GENETICS upon the signing of this contract to arrange for the frozen semen shipments. The address for PACIFIC INTERNATIONAL GENETICS is 25725 - 68th Avenue, Los Molinos, CA 96055. Their fax number is (530) 529-1698.

LIVE FOAL GUARANTEE - RIGHT OF RETURN The stallion fee of \$2000.00 is due upon acceptance of this contract by KERRIGAN BLOODSTOCK to reserve frozen semen. The above stud fee guarantees a live foal from this mating, meaning the foal shall stand and suck. Should it not, mare owner will be entitled to a return privilege for the same mare (or substitute by approval of STALLION OWNER) to KB OMEGA FAHIM+++// for ONE season.* This guarantee will apply ONLY if KERRIGAN BLOODSTOCK is notified within 48 hours of foal's death. Statement by licensed veterinarian must follow within ten days or guarantee becomes null and void. This clause is binding also in case of abortion. In case of return breeding the second season, the booking fee, shipping fees, and container fees are payable again. This contract guarantees a return privilege for the same mare if mare is examined by a licensed equine veterinarian and tests not to be in foal. Mare Owner must submit, to KERRIGAN BLOODSTOCK, a new Breeding Contract and Mare Information Form for the return breeding. A written statement from the veterinarian, attesting to the breeding state of the mare must accompany the new Contract and Mare Information Form for a return breeding the second season.

*Mare owner may substitute an alternate mare to breed to KB OMEGA FAHIM+++// in the current or return season, with permission from the STALLION OWNER. Mare owner must submit, to KERRIGAN BLOODSTOCK, a separate Breeding Contract and Mare Information Form. A written statement from the veterinarian, attesting to the breeding state of the original mare must also accompany the new Breeding Contract and Mare Information Form.

The semen that is shipped by PACIFIC INTERNATIONAL GENETICS must be administered by a licensed veterinarian familiar with the concept and practical use of frozen equine semen. Mare Owner's Mare must be present at Mare Owner's veterinarian's facility or a qualified insemination station during her cycle and she must be bred there. Attempts to use frozen semen outside the controlled situation can greatly reduce, or even prevent, chances of conception and will cause this contract to be null and void.

KB OMEGA FAHIM+++// HAS BEEN TESTED NEGATIVE FOR C.E.M., E.V.A., E.I.A. and VESICULAR STOMATITIS.

PLEASE NOTE THAT NOT EVERY MARE IS A SUITABLE CANDIDATE FOR BREEDING WITH FROZEN SEMEN. IF MARE INFORMATION FORM INDICATES THAT YOUR MARE IS NOT A GOOD RISK FOR THIS PROGRAM WE WILL RETURN ANY CHECKS UNCASHED AND WILL NOT ACCEPT THIS CONTRACT.

THIS CONTRACT DOES NOT COVER MARES TO BE BRED AS EMBRYO TRANSFER DONORS.

Mare owner is responsible for ascertaining their mare's registry requirements for the use of frozen semen and subsequent registration of foals conceived through the use of frozen semen. KB OMEGA FAHIM+++// has been blood and DNA typed.

MARE OWNER SHALL PROVIDE BEFORE ACCEPTANCE OF CONTRACT BY STALLION AGENT:

- A complete Stallion Service Contract
- A complete Mare Information Form
- A copy of Mare's registration papers
- The \$500 booking fee
- A copy of a recent uterine culture and/or uterine biopsy (required for barren mares or maiden mares over the age of 12 years, or any mare that has a history of breeding problems or was unable to conceive the previous breeding season.)
- The name, delivery address, and phone number of the equine veterinarian that will be responsible for inseminating the mare. Please note that the semen will be shipped ONLY from PACIFIC INTERNATIONAL GENETICS directly to the veterinarian - no exceptions.

Mare owner agrees to return the semen shipping container to PACIFIC INTERNATIONAL GENETICS at Mare Owner's expense. Contact PACIFIC INTERNATIONAL GENETICS or see website.

<http://www.pacintgen.com/semenshippingfees.htm>

KERRIGAN BLOODSTOCK/PACIFIC INTERNATIONAL GENETICS will ship THREE doses of semen in the initial shipment. Mare owner is responsible for all handling and packaging charges from PACIFIC INTERNATIONAL GENETICS to the inseminating veterinarian. Again, shipments will only be made to the veterinarian's address and upon consultation with the veterinarian. There will be a maximum number of SIX doses delivered per contract, per season. (Sufficient for breeding through 3 cycles).

Frozen semen rights cannot be assigned or transferred to a third party by Mare Owner without written permission of STALLION OWNER. STALLION OWNER, KERRIGAN BLOODSTOCK, AND PACIFIC INTERNATIONAL GENETICS are not responsible for lost, delayed or damaged semen and make no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. All warranties or merchantability and fitness for purpose are hereby excluded.

There will be only ONE breeding certificate issued with this contract. The breeding certificate is ONLY for the mare described in this contract. The veterinarian is responsible for inseminating ONLY the mare described in this contract, and is responsible for certifying that he/she has arranged for the return of any unused straws after determining a 60 day pregnancy in the appropriate mare. KERRIGAN BLOODSTOCK/PACIFIC INTERNATIONAL GENETICS will communicate with the veterinarian regarding return of the straws. An insemination/semenshipment certificate will be enclosed in the shipment of the straws. The veterinarian is required to keep and complete the appropriate forms and RETURN THEM TO PACIFIC INTERNATIONAL GENETICS upon ascertaining the pregnancy status of the Mare at 60 days.

Mare Owner shall assume ALL RESPONSIBILITY for the condition of his/her mare and shall bear all risk of loss or damage to the mare whether by death, disease, injury, infection, or otherwise, and by any cause whatsoever, and therefore agrees to hold harmless STALLION OWNER, KERRIGAN BLOODSTOCK and PACIFIC INTERNATIONAL GENETICS from any damages associated therewith.

This contract is entered into in the State of California, Humboldt County, and will be interpreted and enforced under the laws of that state.

MARE'S NAME & REG.# _____

COLOR/MARKINGS _____

REGISTRY DESIRED FOR FOAL _____

I AGREE TO ABIDE BY THE TERMS AND STIPULATIONS OF THIS CONTRACT,

SIGNED _____

DATE _____ PHONE _____

ADDRESS _____

ACCEPTED FOR KERRIGAN BLOODSTOCK _____

DATE _____

1479 Freshwater Rd., Eureka, Ca. 95503

707-443-0215

707-498-6342

fahim@humboldt1.com

www.kerriganbloodstock.com

KERRIGAN BLOODSTOCK IS EXCLUSIVELY RESPONSIBLE FOR THE ISSUANCE OF BREEDING CERTIFICATES OF SAID STALLION. THIS CONTRACT IS NON TRANSFERABLE AND IS BINDING ON BOTH MARE OWNER AND STALLION OWNER. THIS CONTRACT IS NULL AND VOID IF NOT COMPLETED IN FULL AND SIGNED.

*SHIPPING INFORMATION:

Name of inseminating veterinarian _____

address _____

phone _____

Additional instructions: _____
