



Carolina Bay Farm, Inc.

1764 John McMillan Road

Hope Mills, NC 28348

Phone: (910) 429-2839

Email: info@carolinabayfarm.com

Website: <http://www.carolinabayfarm.com>

STALLION SERVICE CONTRACT

C H I L L E D T R A N S P O R T E D S E M E N

Mare owner (printed name), _____, hereby contracts one service to **The Enhancer (ApHC Registration No: 458056)** either belonging to Charles L. Canady, Jr. or agent for said stallion doing business as **Carolina Bay Farm, Inc.** (herein known as: "Breeding Farm") of the mare

(Breed Registry: _____, Registration No: _____).

1. The Breeding Fee is \$650.00. This fee includes a \$150 Non-Refundable Booking Fee due at the time of signing this contract. The remaining \$500.00 will be due **before** any shipment of semen occurs. These fees include one shipment of semen. Should the mare owner require additional shipments, a \$200 chute will be due before any additional shipment of semen occurs. A valid credit card number is required as a security deposit for the Equitainer. Your credit card **will not** be charged unless you fail to return the Equitainer within **48 hours** of shipping. **Important: Equitainer must be returned prepaid via FedEx Priority Overnight.** Shipping fees are extra and the expense of the Mare Owner. The Breeding Farm will notify Mare owner of the Shipping Fee upon shipment of the Equitainer. Mare owner may then mail a check for that amount to the above address. **Please make all checks payable to Carolina Bay Farm, Inc.**
2. Both the mare and stallion owners agree that in the event the stallion dies or becomes unfit for service or if the mare dies or becomes unfit to breed then this contract is void. Both the mare and stallion owners agree that at the time of signing this contract, both the mare and the stallion are in good health and breeding sound to the best of their knowledge. The Booking Fee is Non-Refundable.
3. Stallion service certificates will be issued only after the Mare Owner has notified the breeding farm in writing that the mare has produced a live foal and all expenses, charges, veterinarian expenses and fees due the breeding farm have been paid. If the owner transfers ownership of the mare before foaling, stallion certificates will be issued upon the transfer only when all conditions of this contract have been met.
4. A photocopy of both sides of the registration papers on the mare must accompany this contract. The name of the owner shown on the mare registration certificate must accompany this contract. The name of the owner shown on the registration certificate will be used on the stallion breeding report.
5. This contract is not transferable or assignable and only applies to Chilled Transported Semen. Live Cover is a separate contract.
6. This contract shall be construed and governed by the laws of the State of North Carolina. In the event it becomes necessary for either of the parties to this contract to file a suit arising out of this contract, the same must be filed and maintained in the Circuit Court of Cumberland County, North Carolina. If any legal action is used to enforce the terms of this contract, the prevailing party shall be entitled to receive from the losing party his reasonable attorney's fees, cost of discovery, travel and expense of the suit.
7. Color Guarantee: The breeding farm guarantees that the resulting foal of this contract develops appaloosa characteristics as defined by the ApHC by the foal's sixth month of age in order to obtain *regular registration papers*.

In the event said foal does not receive *regular papers* as described above then the mare owner will have the option to rebreed at no additional cost the following season (chute/ shipping fees will apply).

8. Live Foal Guarantee: If the mare does not produce a live foal (meaning a foal that stands and nurses without assistance) as a result of the breeding, then the breeding farm guarantees a return breeding the following season, subject to the following conditions:

- A.) If the mare is checked pregnant by a Veterinarian and later aborts or fails to produce a live foal, the live foal guarantee will be void unless the owner notifies Breeding Farm **in writing** after foaling or aborting occurs.
- B.) B.) A \$200.00 Chute Fee (plus shipping costs) will apply to each additional semen shipment.

9. Breeding season is from February 15 thru June 15 of the calendar year. The Breeding Farm reserves the right to change the length of breeding season without notice.

10. Mare Owner must comply with all rules and registrations set forth by the ApHC governing chilled transported semen. Breeding Farm will comply with all DNA, permits, etc. as set forth by the ApHC.

11. **Collection Days are Mondays, Wednesdays and Fridays. No Exceptions.** Mare Owner or Mare Owner's Veterinarian must notify the breeding farm when the mare begins to cycle and at least **48 Hours** prior to the date the shipment of semen is needed. If shipment of semen is to be mailed to the Mare Owner (in lieu of veterinarian) then mare owner must not open or otherwise tamper with the shipment without express direction from veterinarian. Failure to give the Breeding Farm ample notification may result in additional rush fees or missing the mare's cycle altogether and will be the mare owner's full responsibility.

12. A valid credit card number is required as a security deposit for the Equitainer. Your credit card **will not** be charged unless you fail to return the Equitainer within 48 hours (**Important: Equitainer must be returned via FedEx Priority Overnight**). All Equitainers must be returned to the following address:

North Star Equine
Dr. Kim F. Krivit, D.V.M.
763 Canady Road
Parkton, NC 28371
Phone: (910) 858-2525

13. Mare Owner will hold Breeding Farm harmless for any delays in transportation once the semen is shipped by Breeding Farm or said veterinarian.

14. The mare owner shall sign and return a copy of this contract to the Breeding Farm before it is binding on the parties. The Breeding Farm reserves the right to accept or reject any and all contracts upon receipt. All terms of this contract must be complete with the breeding farm before the breeding farm will send any shipment.

Fee Schedule:

Booking Fee: \$150.00
Stud Fee: \$500.00
Shipping Fees: \$Depends on Location
* Equitainer Fee: Valid Credit Card on file.

** If Equitainer is not returned within 48 hours then a \$300.00 charge will be applied.*

Mare Owner
(signature): _____ Date: _____
Address: _____

Phone(s): _____
Email: _____

Carolina Bay Farm, Inc. Owner and/or Agent
(signature): _____ Date: _____
Valid Credit Card: _____
Name as appears on card: _____
Expiration Date: _____ Visa MC

Quick Checklist:

Read, Fill Out, and Sign the contract.

Mail contract, a copy of both sides of your mare's registration papers and a check for a minimum of \$150 to cover the booking fee. The balance of \$500 may be sent later so long as all funds clear before any shipment of semen occurs.

Regulate your mare's cycle and be sure to contact the Breeding Farm upon the beginning of the cycle in which you wish to inseminate her.

Give the Breeding Farm at least **48 hours** notice prior to the day you need semen.

Collection days are Mondays, Wednesdays, and Fridays. No Exceptions.

Return the Equitainer within **48 hours** of initial shipping. **Important: Equitainer must be returned prepaid via FedEx Priority Overnight. Ship to:**

**North Star Equine
Dr. Kim F. Krivit, D.V.M.
763 Canady Road
Parkton, NC 28371
Phone: (910) 858-2525**

Upon notification from the Breeding Farm, please mail a check to cover the initial shipping charge. Make all checks payable to:

**Carolina Bay Farm, Inc.
1764 John McMillan Road
Hope Mills, NC 28348**