MSV SHOOTING STAR

PlayMor Farm
6490 Russell Cave Road
Lexington, KY 40511

2011 STALLION SERVICE CONTRACT
February 1st – July 1st 2011

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This contract is made by and between PlayMor Farm and _____(Purchaser) for breeding of The Mare: _____(Registration #_____) to the Morgan Stallion **MSV SHOOTING STAR**, Registration #157728, for the 2011 Breeding Season; subject to the following terms and conditions:

1. The non-refundable stallion service fee of **$ 2,000.00** due at the signing of this contract payable to: **PlayMor Farm**
   A) **$ 325.00** non refundable collection fee due at the signing of this contract payable to: **PlayMor Farm**
      - After three collections, mare owner will be charged **$125.00** per collection.

PURCHASER WOULD LIKE TO USE: Fresh Cooled Semen* Frozen Semen (Circle One)
*** If stallion is not available due to showing, Frozen Semen will be substituted.**

2. RESERVATIONS FOR SEMEN (FROZEN OR FRESH COOLED SEMEN): PlayMor Farm's receipt of the above Stallion Service Fee confirms the Mare's reservation to breed to the Stallion for the current Breeding Season, which shall extend from February 1st until July 1st. frozen or Fresh Cooled Semen should be ordered at a minimum of 24 hours prior to shipment.
3. HANDLING FEE: For each shipment of frozen semen, a Handling Fee will be paid by the Purchaser directly to the Frozen Semen Storage company before container will be shipped. The container used for Fresh Cooled Semen is to be returned after use. If it is not returned a fee of **$125.00** will be charged to Purchaser for replacement of container. Shipping Fees for next day delivery of Fresh Cooled Semen will be paid by Purchaser at time of delivery via, Fed-Ex Account Number or Credit Card.
4. SUBSTITUTE MARE is not allowed without prior written consent of PlayMor Farm.
5. EMBRYO TRANSPLANTS are prohibited without written permission and a signed embryo transfer agreement.
6. CONDITIONS: Stallions service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to PlayMor Farm. In the event the Mare is barren, PlayMor Farm requires the submission of a recent negative intrauterine culture certificate (within 60 days). In some cases the form may also require a uterine biopsy and/or Progesterone essay. In all cases, the veterinarian must certify that the Mare's immunizations for the equinerhinopneumonitis (equine herpes type 1) have been kept current.
7. RETURN OF SERVICE: Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth below. However, the Mare shall have the right of return service in the following breeding season and in the third breeding season only under the following circumstances:
   A) If the Mare does not settle during the Present Breeding Season, she is eligible for return if service to the Stallion if The purchaser submit's a veterinarian's certificate to that effect. The Purchaser recognizes PlayMor Farm's right to Require a negative intrauterine culture certificate prior to the Mare's return to service.
   B) If the Mare is examined in foal but becomes barren during gestation, she is eligible for return service if PlayMor Farm receives a veterinary certificate of barrenness within five days of the examination.
   C) If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, a Veterinary certificate must be provided within five days from the date of death.

Where appropriate, the certificate shall also confirm that the Mare was properly cared for during gestation and was attended at foaling. PlayMor Farm's timely receipt of the required veterinary certificate is a condition precedent to any right return. If the Purchaser's mare becomes unfit for breeding or otherwise unbreedable, purchaser may request, in writing, using a substitute mare. All rights of return to the Stallion are subject to prepayment of costs as set forth in 4 (a-c) above.

8. REFUND OF FEES: This contract shall be null and void and the Purchaser shall be entitled to a refund of any amount paid hereunder if the Stallion should die or become unfit for service prior to serving the Mare in the Present Breeding Season. Or, if both parties agree, Purchaser may continue with this contract and will abide by the terms of Frozen Semen use, along with all related expenses.
9. NON-ASSIGNMENT: This contract cannot be assigned or transferred by Purchaser. There shall be no right of return to the Stallion if the Mare is sold or otherwise changes ownership after having been served by the Stallion.
10. WARRANTY: PlayMor Farm is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. ALL WARRANTIES OR MECHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.
11. GOVERNING LAW: This contract shall be governed by the laws of the Commonwealth of Kentucky and shall be binding upon the parties hereto and their personal representatives.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their bands and seals.

PlayMor Farm:_____ Purchaser (Signature):_____

Date:_____ Purchaser (Print Name):_____

Semen Shipping Address: Fed-Ex/Credit Card Account Number:_____
***Without this number no semen will be shipped

Please return this contract with a copy of your Mares papers