

EN AVANT
254 Glasgow Road
Gibsonia, PA 15044
410 479 0820

STALLION CONTRACT

This contract, dated this _____ day of _____, Yr. _____, by and between En Avant (hereinafter “stallion owner”) and the mare owner.

NAME: _____ (hereinafter “mare owner)

ADDRESS: _____

PHONE #: _____ EMAIL: _____

WITNESSETH

by their signatures to this contract, the mare owner confirms a reservation to breed the mare:

NAME: _____ REG.# _____

SIRE: _____ DAM: _____

To the stallion _____, if the stallion is alive, fit to breed and standing with En Avant, under the following terms and conditions.

TERMS AND CONDITIONS

The mare owner shall pay a non-refundable booking fee of \$300. The booking fee is due payable to En Avant upon the execution of this contract.

If the mare needs to be re-bred the following season for any reason, a new, non refundable booking fee of \$300 must be paid and received before semen will be shipped.

The mare owner shall pay a stud fee of \$_____ due payable to En Avant before mare is bred.

The mare owner shall be entitled to re-breed the mare until the mare delivers a foal that stands and nurses.

If a licensed veterinarian determines that the mare is unsuitable for breeding, the mare owner may substitute a new mare. This new mare shall be bred under the same terms and conditions as the original mare.

In event of breeding by transported semen, mare owner shall give En Avant **advance notice of request for shipment no later than 12 noon on the day of shipment**. Mare owner shall pay, in addition to the booking and breeding fees, all reasonable and actual costs of transporting the semen from En Avant to mare owner as well as insemination of the mare by the mare owner's veterinarian and the expense of returning the container to En Avant.

There will be a **\$25 late/rental fee per day** if the container is not returned to En Avant within 7 business days.

En Avant assumes responsibility only to deliver live semen in viable condition at the time of delivery to the mare owner or agent. The mare owner shall assume all risk of loss or damage to the mare whatsoever by death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination, and therefore releases discharges and indemnifies and holds harmless En Avant in defending any claims for any liability for any and all damages associated therewith.

The live foal guarantee is expressly contingent upon the mare owner properly caring for the pregnant mare. Proper care shall include, but shall not necessarily be limited to, proper feeding and nutrition, regular deworming with products approved for pregnant mares, vaccinations that are customary in the mare owners geographical area and proper intervention during foaling if necessary.

If the mare is not covered, bred or delivers a live foal within 4 years, starting January 1 of the year the contract was signed, the contract will be null and void and no refunds, re-breedings, or fees will be returned/given to mare owner.

All billing statements shall be paid to En Avant within ten days of the billing date. Interest at the rate of 1% per month shall be charge on all balances unpaid and overdue for 30 days, and the mare owner hereby agrees to pay such interest and concurs that said interest is a reasonable charge on overdue accounts. In addition, if the mare owner fails to pay any amount due hereunder for more than 30 days after the billing date, En Avant is not obliged to perform further under the contract until all past-due amounts have been made current.

The mare owner may not assign any rights or delegate any duties under this contract without the prior written consent of En Avant.

This contract contains the entire understanding of the parties and may be modified only by writing signed by all parties. The invalidity or unenforceability of any term or provision of this contract shall not affect the

validity or enforceability of any remaining provisions hereunder. This contract shall be construed and governed by the laws of the state of Maryland, and the parties expressly agree the jurisdiction and venue for any and all disputes shall be proper only in Caroline County, Maryland. In the event that En Avant incurs attorney's fees and/or legal costs in securing or protecting any right available to it under this contract or under the laws of Maryland, the customer agrees to pay said attorney's fees and costs.

FEES, COLLECTION AND SHIPPING COSTS

Collection fee \$100.00.

FedEx and Airline at cost.

We ask that you provide us with a \$300 deposit. The shipping and collection cost will be deducted from the deposit. The unused balance will be returned to the mare owner when the mare is confirmed thirty days in foal or at the conclusion of the breeding season. In the event that these costs exceed the deposit, a further deposit will be required before more semen is shipped.

DATE: _____ **MARE OWNER:** _____

DATE: _____ **STALLION OWNER** _____