JL Robinson & Dewey Smith
Quarter Horses

2507 Township Road 55, Bellefontaine, OH 43311
Dewey Smith, Manager
Cell: (682) 597-2424
Email: DeweySmithQH@aol.com

2027 Stallion Service Contract

STALLION	
Servicing Stallion:	
Service Fee $:	

MARE	
Mare's Name:	
Registration #	
Rebreed Fee:	$350

MARE OWNER			
Owner's Name:			
Address::			
City			
State		Zip	
Phone #:			
Email:			

MARE INSURANCE	
Insurance Company:	
Policy#:	
Phone #:	
Email:	

PAYMENT INFORMATION (Check or Credit Card)					
Payment Amount $:		Check #:			
Credit Card #:		Billing Zip::			
Name on Card:		Exp Date::	/	CVV:	

Dewey Smith, Dewey Smith Quarter Horses LLC., agent for the above-named stallion, will herein be referred to as the Breeder. This contract is entered into on the date of acceptance, by and between the designated Breeder and Mare Owner who mutually agree to abide by the following terms and conditions.

1. Mare Owner agrees to breed the listed mare to the servicing stallion for the specified service fee which includes the nonrefundable booking fee. Only the mare that has been listed on this contract maybe bred with semen provided by the above stallion.
2. The breeding season for the stallion shall began Feb. 1st and close on May 1st. It is further agreed that should the above-named stallion die or becomes unfit for service; or if the above-named mare dies during the breeding season, then the Mare Owner may substitute another mare or breed the above-named mare to another stallion on the farm that is agreed to by both Mare Owner and Breeder. In the event that the Stallion is sold or otherwise is not owned by the Mare Owner named above then the LFG shall immediately become null and void upon transfer of such ownership.
3. Invoices are due and payable in US funds, by check or with a credit card, within 15 days of the invoiced date to avoid an 18% per annum late fee. Credit card payments will be assessed a 3% fee. Mare Owners account must be paid in full before Mare will be released from Breeder's custody or before cooled semen will be shipped. Payment past due thirty (30) days will be considered a default and Breeder is entitled to a possessory lien against Mare until Mare Owner's account is brought current.
4. A photocopy of all registration papers (both sides) shall be sent to the breeder with this contract.
5. Live Foal Guarantee: "Live Foal" means that if the mare does not settle, produces a foal that is ineligible for regular registry, stillborn, or unable to stand and nurse. A return breeding will be guaranteed for the following year, at Breeder's Facility ONLY, provided that the Mare Owner must provide a written certification by a licensed veterinarian that the mare has slipped or produced a non-viable foal within seven (7) days of the event. Mare Owner must verify that failure to attain a Live Foal did not result from any act or omission of Mare Owner. Failure to administer Rhino vaccinations as Mare progresses through her pregnancy as directed by the individual drug manufacture will void the Live Foal Guarantee.

Third year rebreeds are subject to additional booking fees, no LFG on the third year rebreed. Mare must not have had her labor artificially induced, nor may she have been returned to an active performance career. There will be no guarantee of a Live Foal for any mare leaving Dewey Smith Quarter Horses LLC before the
mare is deemed safe in foal as per 24-day sonogram evaluation.

6. EXEPT THE "LIVE FOAL GUARANTEE", NO WARRENTY, EXPRESS OR IMPLIED ACCOMPANIES THIS AGREEMENT.
7. There is no Paint Color Guarantee.

Additional conditions for Mares bred with Transported Cooled Semen.

8. The stallions service fee and all additional fees must be paid in full prior to shipment by certified cashiers check or credit card.
9. Stallion has been blood typed. The semen has been analyzed and tested and is free from infectious and contagious diseases. Sperm Count, Motility, collection and packaging procedures, meet and or exceed industry standards.
10. Mare must be inseminated on the date of delivery.
11. Orders of shipments are filled of a first come, first serve basis. Breeder must be contacted, and order must be placed by 5pm CST the night before the necessary collection day. Note that mares that are sent the Breeders will receive preference for semen availability. The Mare Owner is responsible for shipping charges for cancelations received after shipment has been sent. Shipment orders cannot be guaranteed if they are placed via email. You must call to confirm.
12. Shipping days Monday, Wednesday, Friday. We highly recommend sending Mare to a vet clinic or breeding farm for her heat cycle. They will coordinate optimum shipping times with us.
13. Shipped semen service charges will be as follows: (1) US & lower 48 states FedEx Priority Overnight- $300.00 per shipment or by airplane for $400.00 per shipment. (2) All Canadian shipments will be an additional $25.00.
14. A breeder's certificate will be issued to mare owner after all expenses have been paid and notification of birth of foal.
15. Mare Owner acknowledges that there is inherent risk associated with equine activities, which include semen collection, semen shipping, and breeding activities, and expressly assume all risks associated with such activities. Mare Owner is solely responsible for insuring mare if desired and Mare Owner agrees to look solely to Mare Owner's insurance for compensation for any loss. MARE OWNER AGREES THAT BREEDER, STALLION OWNER, AND INDIVIDUALS OR ENTITIES ACTING ON THEIR BEHALF, SHALL NOT BE LIABLE FOR ANT LOSS OR DAMAGES INCLUDING BUT NOT LIMITED TO: (A) ANY CLAIM, DEMAND, OR LOSS ARISING FROM SICKNESS,
DISEASE ANY SICKNESS, DISEASE, INJURY, OR DEATH OF MARE OR FOAL; (B) LOSE OF PROFIT OR REVENUES; (C) CLAIMS OF THIRD PARTIES INCLUDING PERSONAL INJURY, DEATH, OR SICKNESS DUE TO THE SEMEN OR ACTS OF THE MARE. MARE OWNER FURTHER AGREES TO INDEMNIFY BREEDER, STALLION OWNER, AND INDIVIDUALS OR ENTRIES ACTING ON THEIR BEHALF, FOR ANY SUCH CLAIMS THAT ARISE OR ARE RELATED TO THE SERVICES PROVIDED UNDER THIS CONTRACT.
16. Mare owner is solely responsible for selecting which stallion to breed to, and therefore releases Breeder, Stallion Owner, and their employees, agents, family members, and affiliates from any liability associated with genetic diseases, specifically including the possibility of obtaining a foal the test HYPP H/H.
17. The parties acknowledge that this agreement is made and preformed with in the state of Ohio, any dispute shall be venued in an Ohio court of competent jurisdiction, and Ohio law shall apply to any interpretation of or dispute arising under its terms, without regards to Ohio's choice of law principles.

Summary Of Fees:

All fees must be paid in full before semen is shipped

$22.00 per day wet mare $20.00 per day dry mare

- FedEx/UPS Fee: $325.00 per shipment
- Counter to Counter: $400.00 per shipment
- Mare Owner or representative my pick-up semen at the farm for a charge of: $150.00 per pick up
- Collection fee is included in above fees
- Fees are subject to change
- Saturday Delivery Fee: $400.00
- ALL SHIPMENTS WILL BE SUBJECT TO PRICE INCREASE DEPENDING ON YOUR LOCATION

By signing below, each party represents and warrants that it is the actual authority to enter into this breeding contract as owner of or Agent for Servicing Stallion and Mare Owner respectively.

This contract is for the 2027 Breeding Season.

AS AGREED:

Signature of Breeder/Agent for Stallion	Signature of Mare Owner/Agent for Mare
Date	Date