



TALARIA FARMS
STALLION SERVICE CONTRACT

This agreement, made and entered into on _____ (date) by and between Talaria Farms, Inc. (Stallion manager), with Bruce and Louanne Henderson (Stallion Owners) and _____ of _____ (Address of Mare Owner or lessee) is for the purpose of breeding the Stallion named **MONTSERRAT E, Registration #673336**, to the following mare(s) for the **2024** breeding season:

MARE INFORMATION:

_____ REG# _____
_____ REG# _____
_____ REG# _____

A copy of the registration papers must accompany this signed agreement. This contract is valid only for the mare(s) named herein and may not be transferred to other mares without the express written consent of Talaria Farms.

HEALTH REQUIREMENTS AND CARE:

In signing this agreement, Mare Owner agrees to keep the mare(s) in good physical condition throughout the pregnancy, including vaccinations, de-worming, hoof trimming, dental care, etc. as recommended by the Mare Owner's veterinarian of choice. If required vaccinations and care are not documented and the mare aborts, the "live foal guarantee" offered herein will not apply, and Mare Owner shall not be entitled to any rebreeding or credit.

BREEDING FEES:

In exchange for **USD \$1000.00 or say One Thousand & 00/100ths USD**, paid to Louanne Henderson by wired funds. When funds are verified to have been received, Talaria Farms agrees to one season's booking for the Stallion **MONTSEERRAT E** and hereby guarantees a live foal, as follows:

Should the Mare fail to conceive, die, or not produce a live foal (defined as a foal which stands and nurses without assistance for a period of not less than 72 hours from the time of birth), Mare Owner has the right to rebreed this mare (or a substitute mare upon approval of Talaria Farms) for a re-handling fee of US\$250. plus, all applicable frozen semen handling and shipping fees. Should the resultant foal not live for 72 hours, Talaria Farms must be furnished with a veterinarian's certificate stating the time and date of birth, the time, date, and cause of death within fifteen (15) days of death. Proof of vaccinations of foal and mare must also accompany this certificate. Failure to satisfy this requirement may void rebreeding rights.

The re-breeding rights will also be forfeited if the subject mare is serviced by any other stallion after the last previous attempt at insemination to MONTSEERRAT E.

Beyond the second breeding season, unless extreme circumstances prevail, all Mare Owner's rights to breed to the Stallion are terminated. In this event, no refund of any fee shall be made to the Mare Owner.

Additional breeding doses can be acquired for USD \$350.

All service fees must be paid prior to semen shipment.

Wiring information:

ACCOUNT NAME: **LOUANNE & BRUCE HENDERSON**
ACCOUNT #: **3753893019**
ROUTING #: **061000227**
BANK: **Wells Fargo**

TRANSPORTED SEMEN:

For frozen semen, all costs including but not limited to container, shipping fees (both ways if applicable), any fees required by the frozen semen storage facility, etc., are the responsibility of the mare owner and will be paid directly to the facility and/or agent handling the shipment. The following services are payable and due from the mare owner, as applicable, per the current service rates:

- Equitainer deposit-which must be received by the shipper of semen prior to shipment departure.
- Mare owner is responsible for any Equitainer late fees if the Equitainer is not returned to the shipper of semen in a timely manner.
- All Federal Express or courier service fees to are to be arranged for on Mare Owner's account or (paid in advance to collection). Return shipping charges for the Equitainer are the responsibility of the Mare Owner.

Transported semen is most often shipped for next day delivery. Talaria Farms cannot guarantee schedule but will attempt to have the semen available for the earliest possible shipment. In this regard, Mare Owner should notify Talaria Farms of the mare's heat cycle at least one month before the planned breeding time. *Import paperwork is the responsibility of the mare owner and this paperwork must be in order prior to shipment. We do require a minimum of two weeks' notice for a shipment of frozen semen out of the country and 48 hours for frozen semen within the United States.*

Once shipped, the Mare Owner has the responsibility for the proper handling and insemination of the semen. Talaria Farms, its employees, service providers, agents, or the Stallion Owner shall not be held responsible for improper handling of the semen or insemination of the Mare.

Should the Mare die before producing a live foal, the Mare Owner has the right to re-servicing with a substitute Mare that is acceptable to Talaria Farms.

LIABILITY:

Talaria Farms, its owners and its principals, agents, employees, veterinarians, farriers, and/or the Stallion Owner, shall not be liable for any sickness, disease, theft, death, or other injury suffered by the Mare and/or Foal for any cause of action whatsoever arising out of or in any way connected with the breeding or providing of any services to the Mare and/or Foal.

GENERAL NOTES:

1. Talaria Farms does not warranty any “fitness for any purpose” of the foal produced pursuant to this agreement, nor any guarantee as to the sales value of the resultant foal.
2. No foal produced by a breeding to a Talaria Farms stallion can be fully registered until all fees described herein have been paid in full. If the breeding fee is not paid in a timely manner, as set forth in this agreement, an additional US\$500 fee must be paid before the foal is eligible for registration.
3. This agreement shall be governed by the laws of the State of Georgia, and each party to this agreement hereby agrees to this jurisdiction should any litigation occur.

This Agreement constitutes the entire agreement between both parties and may not be modified except in writing.

SIGNED AND AGREED UPON BY BOTH PARTIES:

MARE OWNER (or authorized agent for):

_____ **Date:** _____
(Signature)

STALLION OWNER (Louanne Henderson):

_____ **Date:** _____
(Signature)

TALARIA FARMS. (or authorized agent for):

(Signature) _____ Date: _____