

Flamenco Enterprises, LLC
Linda Little, Manager
8411 Sugar and Wine Rd.
Marshville, NC 28103

**Stallion Service Contract
Live Foal Guarantee (Two Years)**

This contract made and entered into this the _____ day of _____, 2003 by and between FLAMENCO ENTERPRISES, LLC, having the mailing address shown hereinabove, and _____, whose address is _____, hereinafter called "Purchaser", for breeding of the Purchaser's mare to FLAMENCO ENTERPRISES, LLC stallion for the present breeding season, subject to the following terms and conditions:

- A. **Present Breeding Season:** March until August, 2003.
- B. **FLAMENCO ENTERPRISES, LLC stallion to Provide Service: FLAMENCO**
- C. **Purchaser's Mare:**

Name: _____

Color and Description: _____

Registry: _____ **Number :** _____

Date Of Birth: _____

Sire: _____ **Dam:** _____

D. FEES:

1. The Purchaser agrees to pay a nonrefundable Booking Fee, in the amount of \$250.00, for the reservation of the service of the stallion. The Booking Fee is due upon execution of this document. The Booking Fee is deductible from the Stallion Service Fee if the fee is paid. If this contract is extended, the Purchaser must pay the Booking Fee for each year that the contract is extended.

2. **STALLION SERVICE FEE:** The Purchaser shall pay to Linda Little (Manager of Flamenco Enterprises, LLC) the sum of ONE THOUSAND FIVE HUNDRED AND 00/100 (\$1,500.00) DOLLARS for the services of the stallion. Half of this fee must be received prior to the collection or shipping of any semen. The other half of this fee is due when the foal is born. If the contract is paid in full on or before February 1st of the year of the contract, then the total fee shall be only ONE THOUSAND THREE HUNDRED FIFTY DOLLARS AND 00/100 (\$1,350.00) DOLLARS for the services of the stallion.

3. **SHIPPED SEMEN** (the following fees are in addition to the fees listed hereinabove):

a. In the event the Purchaser deals directly with and through the Reproduction Clinic (Greystone Veterinary Services) under contract with Flamenco Enterprises, LLC, all fees are included in the contract with the Reproduction Clinic.

b. Semen orders must be received by 3:00 pm on the day before the semen is to be collected.

- c. All orders for the shipment of semen shall be filled as received.
- d. The Purchaser understands that the stallion may be competing away from the farm during the breeding season. FLAMENCO ENTERPRISES, LLC will give all Purchasers as much advance notice of the non-availability of the stallion as possible.
- e. Stallion services will be provided only to healthy mares in sound breeding condition as determined by the attending veterinarian. In the event a mare is barren, or the mare loses the foal, or the foal does not survive the birth, then FLAMENCO ENTERPRISES, LLC requires the submission of a recent negative, intrauterine culture certification (within 60 days) and the attending veterinarian must certify that the mare's immunizations for equine rhinopneumonitis (equine herpes type I) have been kept current in order to qualify for return service.
- f. The Purchaser may be required to provide FLAMENCO ENTERPRISES, LLC with a Mare Health Form, signed by a licensed veterinarian, certifying that the mare is in good physical condition prior to the shipment of semen for any bookings under paragraph E "Return of Service".
- g. The Purchaser shall keep the mare in good physical condition throughout the pregnancy, vaccinated for rhinopneumonitis at 5, 7, and 9 months of pregnancy, and shall be dewormed regularly.

E. RETURN OF SERVICE: Should the mare fail to conceive, abort, or the foal fails to stand and nurse, it is the responsibility of the Purchaser to inform FLAMENCO ENTERPRISES, LLC in writing, attested by a licensed veterinarian, within ten (10) days of the event. In any case, the Purchaser agrees to re-breed the mare as soon as she is fit. The required Booking Fee, all deposits, shipping and collecting fees must be paid as herein set out for each subsequent year. The re-breeding privilege will only be granted for two subsequent years to the same mare. Should the mare die, or become unfit for breeding due to conditions other than neglect, then FLAMENCO ENTERPRISES, LLC may, but is not required to, allow a substitute mare. It is understood and agreed that this Stallion Service Contract must be used within this year or the next two years or it will be NULL AND VOID *ab initio* AND ALL FEES PAID SHALL BE FORFEITED.

F. OTHER TERMS

1. This contract shall be governed by the laws of the State of North Carolina, and shall be binding on the parties, their heirs and assigns.
2. This contract may not be assigned or transferred without the written consent of FLAMENCO ENTERPRISES, LLC.
3. If the stallion should die, be sold, or become unfit for breeding, then this contract shall be NULL AND VOID, *ab initio*, and only the Stallion Service Fee shall be refunded.
4. FLAMENCO ENTERPRISES, LLC is not responsible for any damages which the Purchaser may sustain for lost, damaged, or delayed semen, and makes no representations or warranties with respect to any semen furnished hereunder except that it is the semen of the stallion stated herein and that at the time of shipment the semen was suitable for artificial insemination.
5. There will be only ONE breeding certificate issued with this contract. The breeding certificate is for the mare described in this contract and identified above. The

licensed veterinarian is responsible for inseminating ONLY the mare described above, and also for certifying that he/she has determined a 60 day pregnancy in the mare.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals.

OFFER BY PURCHASER:

Signature of Purchaser

DATE: _____

ACCEPTED:

Linda Little, Manager

DATE: _____