

Stallion Service Contract

Transported Semen Contract

Dragon's Lair Cerveza Dinaro

This certifies _____ hereafter referred to as the "Mare Owner" has engaged one breeding service to Dragon's Lair Cerveza Dinaro, hereafter referred to as "the Stallion", for the mare _____, reg # _____, Sire _____, Dam _____, for the 2019 breeding season.

This service is subject to the following:

The Mare Owner agrees to pay Pony Paddock at Dragon's Lair a breeding fee of \$650. This stud fee includes a live foal guarantee as described below.

All breeding will be by Artificial Insemination. The mare owner is responsible for all veterinarian fees associated with insemination. Collection Services are provided by Springhill Equine Vet Services. Collection and shipping must be coordinated through SpringHill Equine by the mare owner. Springhill Equine should be contacted at 352-472-1620.

The Shipping address for is:

Terms and Conditions:

Whereas the mare owner has purchased a 2019 breeding to Dragon's Lair Cerveza Dinaro and desires to have live-cooled semen shipped to the above mentioned address.

Stallion's stud fees and collection fees are paid in advance

Live Foal Guarantee: Pony Paddock at Dragon's Lair guarantees a return breeding the following season should a live foal (defined as a foal that stands and nurses without assistance) not result from this breeding. Death of the foal before qualification of live foal must be certified in writing

by a veterinarian and received by Pony Paddock at Dragon's Lair within 10 days of the foaling date. A Rhinopneumonitis series must be completed for the live foal guarantee to apply. Written documentation may be required in the event of an aborted or dead foal. The collection fee of \$175 will be charged the following year for mares needing to be rebred.

Stallion Guarantee and Promotion: Should said stallion be unavailable for medical reasons including fertility as substantiated by a veterinarian or by death, the parties agree that the client shall have the option of breeding to another stallion owned or under contract with Pony Paddock at Dragon's Lair for the same fee. If no other stallion is available client forfeits their stud fees.

Re-breeding: Mares not checked in foal in a given year may be rebred in the next consecutive year for the cost of the collection fee being charged the following year. If no attempt to rebreed the mare is made in the following consecutive year this breeding contract is terminated and stud fees are forfeited.

Limitation of Liability and indemnification: regardless of any negligence on it's or the part of the employees of Pony Paddock, Affiliates, breeding manager, or agents shall not be held liable for any sickness, disease, escape, theft, death or injury suffered, nor shall any other loss, damages or injury arising out of or contacted with breeding or other services pursuant to the contract, except as required by law. Client/Mare owner fully understands, authorizes and assumes the special risk inherent in breeding and acknowledges that mortality and other insurance is solely the client's responsibility. All Implied Warranties including the fitness, merchantability or otherwise, and all special, incidental and consequential damages are hereby executed, to the full extent permitted by law. In no event shall the client/mare owner's remedy exceed the amount of the fee paid for the services complained of, Pony Paddock at Dragon's Lair and it's employees and agents shall not be held liable for any personal injury or disability, which the client/mare owner or his agents, employees may receive while on the Pony Paddock at Dragon's Lair facility. Client/Mare owners agrees to indemnify and hold Pony Paddock at Dragon's Lair and agent and employees harmless for, from and against any claims, damages, illnesses or injury caused by or suffered by the horse and from any claim by a buyer of the horse and client agrees to pay all expenses and attorney fees incurred by Pony Paddock at Dragon's Lair while defending such claims.

Non-assignment: Client/mare owner may not assign any rights or delegate any duties under this contract without written permission from Pony Paddock at Dragon's Lair.

Entire agreement, construction jurisdiction and attorney fees: This contract contains the entire understanding of the parties concerning the subject matter and maybe modified only in writing. The invalidity or enforcement of any term or prevision of this contract shall not affect the validity or enforcement of the remainder. This contract shall be construed and governed by the laws of the state of Florida. Jurisdiction and venue for all disputes connected with this contract shall be proper only in Alachua County, Florida. If a lawsuit is filed with respect to this contract,

the prevailing party shall be entitled to collection and reimbursement of all reasonable attorney fees and cost.

Mare Owner _____

Date: _____

Address: _____

Phone Number: _____

Email: _____

Pony Paddock at Dragon's Lair: _____

Date: _____