

Dale and Cheryl Miller



MILLER PAINTS



8411 Joy Rd.
Kaleva, MI 49645
(231)362-2141

STALLION SERVICE CONTRACT

STALLION: SACRED ASSETS BREED/REG APHA #840269/PtHA #130698

* * * * *

I hereby confirm the booking for the mare listed below for the 2010 breeding season:

MARE: _____ BREED/REG # _____
(PLEASE ATTACH A COPY OF THE MARE'S REGISTRATION PAPERS WHEN CONTRACT IS RETURNED)

This Agreement made and entered into this _____ day of _____, 20____ by and between
Miller Paints, stallion owner and _____, mare owner.

This breeding is to be serviced: () fresh AI at Twin Creek Farms () transported semen Breeding Month _____

1. Payments due from mare owner:
 - a) The service fee for **2010** shall be \$_____. A non-refundable booking fee of \$250.00 (included in service fee) is required upon the return of this contract. For shipped semen, the first shipment is included in service fee. However, the overnight shipping cost is the responsibility of the mare owner. (U.S. \$125.00/ Canada \$150.00)
Shipping rates are subject to change if Fed Ex/UPS rates change
 - b) Mare care (for mares bred at Twin Creek Farms). PLEASE REQUEST TWIN CREEK FARMS RATE SHEET.
 - c) For shipped semen, should additional shipments be required, the mare owner agrees to pay \$175.00 per additional shipment as well as actual shipping costs as stated above. Please see "Transported Semen Information Sheet" for additional information.
 - d) ALL FEES/CHARGES **must** be paid before mare leaves premises or before semen is shipped.

2. Health and Condition of Mare:
 - a) Mare owner agrees that mare shall be healthy and in sound breeding condition and the stallion owner **may** require certification by a veterinarian before the mare is bred. It is understood that the stallion owner may have their own veterinarian check the mare for normal breeding condition. Mare owner will be consulted before veterinary treatment is given if it should be necessary.
 - b) Mare must be current on vaccinations and **MUST** have a current Coggins. A copy of the Coggins **will be required**.

3. Release/Hold Harmless: Mare Owner agrees to hold harmless and release Stallion Owner, Breeding Facility, and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf, from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of being on the premises of Twin Creek Farms (unless Stallion Owner or Twin Creek Farms intentionally cause the injury, damage or loss or act in reckless disregard for the safety of the Mare.) Mare owner also holds harmless and releases the same aforementioned of ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of the breeding, handling or keeping of the Mare at Twin Creek Farms that may accrue from any cause whatsoever (including fire, theft, running away, accidents, illness, injuries or death), during the term of this Agreement and/or while the Mare (and foal, if any) is/are in the Breeding Facility's custody and control.

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- 4. Live Foal Guarantee:
 - a) Stallion owner agrees to guarantee a live foal (that stands and nurses without assistance after foaling). This guarantee applies only if stallion owner is notified, in writing, within one week following death of foal by a licensed veterinarian. The stallion owner agrees to rebreed the mare during the breeding season in which the foal was lost.
 - b) If mare fails to settle, mare owner has the privilege to return her for breeding during the current breeding season. Mare owner will be required to pay normal collection fee, shipping fee and/or mare care. Mare may be substituted if agreed to by both parties. Breeding must also take place in the same year as contracted unless agreed to by both parties. Mare owner agrees to hold Stallion Owner and breeding Facility harmless if Mare does not settle.

5. Breeding Certificate: Breeding Certificate shall be issued at time of foaling.

6. Other agreements: _____

MARE OWNER: _____ STALLION OWNER: MILLER PAINTS
Address: _____ Address: 8411 Joy Road Kaleva, MI 49645
_____ Phone: (231) 362-2141
Phone: _____ BREEDING FACILITY: TWIN CREEK FARMS
Signature: _____ Address: 18075 Four Mile Rd. Morley, MI 49336
Date: _____ Phone: (231) 856-4693

A SIGNED COPY OF THIS AGREEMENT WILL BE RETURNED TO MARE OWNER
NOTE: ALL FEES must be paid before breeding or shipping semen

PAYMENT OPTIONS:

I have enclosed a check/money order in the amount of \$ _____

OR Please charge my: Visa MasterCard (circle one)

Account # _____ / _____ / _____ / _____ Expiration Date _____

Verification Number _____ (3 digit number)

Cardholder Name _____ Telephone Number _____

Cardholder Address _____

I authorize the following charges to be billed to my credit card:

Booking Fee	\$ _____
Balance of Breeding Fee	\$ _____
Shipped Semen Fee (addl.)	\$ _____
Shipping (FedEx)	\$ _____
3% Service Fee (required)	\$ _____
TOTAL CHARGES	\$ _____

Cardholders Signature _____ Date _____



18075 Four Mile Road Morley, MI 49336

(231) 856-4693

twincreekfarms@charter.net

www.arabiansites.com/twincreekfarms

TRANSPORTED SEMEN INFORMATION

COLLECTION DAYS: **MONDAY, WEDNESDAY and FRIDAY**

We request that all orders for semen be received no later than **10:00 AM EST or 7:00 AM PST 24 hrs. prior to the day you wish to inseminate the mare.** Twin Creek Farms will be able to accommodate next day shipments via Federal Express. If your address is not serviced on Saturday by Federal Express, you must provide Twin Creek Farms with the full address of the nearest Federal Express depot to which a shipment can be sent and held for pick up by your representative.

Semen can also be requested for pick-up at Twin Creek Farms for those wishing to do so.

Mare Name: Reg.#:

Owner or Authorized Agent:

Attn.: _____ Phone: () _____

Billing Information:

Attn.: _____ Phone: () _____

Address: _____

Shipping Information: (no P.O. Box)

Attn.: _____ Phone: () _____

Shipping Address: _____

Nearest Federal Express: _____

Address: _____

Nearest Airport: _____

WARRANTY: NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE THAWED WITHOUT LOOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS IS GIVEN BY THIS AGREEMENT.

Breeding Information: (to be filled out by Twin Creek Farms)

\$ _____ 1st Cycle ___/___/___

\$ _____ To shipping ___/___/___ From shipping ___/___/___

\$ _____ To shipping ___/___/___ From shipping ___/___/___

