

# **MDR IMPULSIVE STALLION SERVICE CONTRACT**

(Does not guarantee breeding until returned with full payment of stud fee.)

This certifies \_\_\_\_\_, herein referred to  
Owner of Mare (as appears on registration)

as Mare Owner, has engaged one service to MDR IMPULSIVE, APHA Reg. #555,309, for the 2016 season at a stud fee of \$\_\_\_\_\_ for the following mare:

Mare name: \_\_\_\_\_ Reg. No. \_\_\_\_\_ Breed \_\_\_\_\_

Pope Farms (Gavin Pope) owner of the above named stallion will herein be referred to as Breeder.

1. A signed breeding contract and a breeding fee of \$\_\_\_\_\_ must be paid in full prior to any shipping of semen to the above named mare.
2. A copy of registration papers must accompany the signed contract and breeding fee.
3. The Mare Owner agrees that each mare offered for breeding shall be in sound breeding condition and free from infection or disease. Substitution of the breeding mare during the breeding season shall be accepted upon agreement from both parties. It is further agreed that if the above mentioned mare dies prior to foaling, the mare owner may substitute another mare, to be used in the following breeding season only if agreed upon by both mare owner and breeder.
4. Live Foal Guarantee. Live foal means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts her foal, the foal is stillborn, a rebreed is granted at **NO BREEDING CHARGE** (plus cost of shipments) for the following season **ONLY** provided proper notification is submitted by the mare owner.
5. Color Foal Guarantee for APHA mares only. If the resulting foal is solid, unable to get regular registry APHA papers, a rebreed will be granted following the season stated in this **CONTRACT ONLY**. Plus cost of shipments.
6. The breeding season in force for this contract shall begin February 15th and close July 1st of the year dated on this contract.
7. A breeder's certificate will be issued to Mare Owner after all expenses have been paid in full and upon notification of the birth of the foal.
8. The signing of this contract entitles Pope Farms (Gavin Pope) to charge a rebilling fee of \$25.00 on all past due invoices. Past due invoices are defined as those amounts not paid within 30 days of invoicing.
9. This contract is governed by the laws of the State of Illinois. All accounts due and payable in Montgomery County, Illinois.
10. When the above named Mare Owner signs and returns this contract to Pope Farms (Gavin Pope), it will then be a binding contract on both parties, subject to the above terms and conditions. This contract is not valid unless completed in full.
12. All fees paid to Pope Farms (Gavin Pope), are non-refundable, no exceptions.

13. Death of Stallion. In the event that the Stallion becomes incapable of breeding, dies or is sold, this contract shall become null and void and none of the parties hereto shall have any further rights or obligations, unless expressly set forth herein. In the event of the Stallion's death prior to the delivery of a Live Foal, the LFG shall become null and void and have no further effect on this Agreement. At Stallion Owner's sole discretion, the Semen or another stallion may be provided by Stallion Owner to Mare Owner to fulfill the terms of this Agreement. The Breeding Fee less shall be refunded to Mare Owner in the sole discretion of the Stallion Owner and only if alternative arrangements may not be made.

14. Death of Mare. Should the Mare die or become unfit to breed prior to breeding, Mare Owner shall be required to breed a substitute mare to the Stallion. Substitute mare shall be owned or leased by Mare Owner and approved by Stallion Owner. No refunds shall be permitted. No other fees or charges are refundable except as described herein. No fees related to board or settling the Mare or substitute mare are refundable.

15. All Shipments. Mare Owner shall make a request for a shipment of semen on the day prior to the requested collection date. After giving priority to mares ordering first in a cycle, best efforts will be made to produce semen requests which will be filled in the order in which they are received. Pope Farms, Gavin Pope, does not guarantee that Mare Owner's Semen request will be filled by the requested date. Best efforts will be made to provide one dose of Semen, two if possible, on an as required basis.

(i) Collection dates are Monday, Wednesday, & Friday

(ii) No semen orders will be filled if notified of an order after 8am on requested collection day.

VETERINARIAN'S PLEASE BE ADVISED TO TIME MARE'S INSEMINATION/OVULATION WITH RECEIPT OF SEMEN.

(iii) Canadian and Embryo Transfer breeding Customers; please contact within 48 hours if an off schedule collection date is to be requested.

16. Canadian Shipments. In addition to the shipment costs set forth in this contract, a Canadian Mare Owner must first apply and obtain an Import Permit for the Stallion. The Import Permit costs approximately \$60 for multiple entry (valid for one year) or \$35 for a single

17. Release and Indemnification. Each Owner hereby releases and agrees to indemnify, defend and hold harmless Pope Farms, Gavin Pope, and representatives from any claim, charge, debt, demand, lawsuit, loss and expense, including but not limited to attorneys' fees, which may be imposed upon or incurred, directly or indirectly, as a result of the services performed pursuant to this Agreement, arising out of or attributable to the Semen, or resulting from the acts and behavior of Stallion or Mare.

18. Risk of Loss. Each Owner agrees to assume all responsibility for the Semen and the Stallion or Mare, even if in the physical possession of Pope Farms, and shall bear all risk of loss or damage to the Semen, Stallion or Mare, whether by loss, disease, injury, infection, theft or by any cause whatsoever, and agrees to hold Pope Farms (or any person employed by or associated with them) harmless on any and all damages associated therewith.

19. Inherent Risks and Assumption of Risk. Each Owner acknowledges there are inherent risks associated with equine activities, including breeding, and hereby expressly assumes all risks associated with participating in such activities. Mare Owner acknowledges that a Haul-In Insemination On-Farm service may be performed by either a Pope Farm employee or a facility veterinarian. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such

participant's ability. **WARNING:** Under ILLINOIS Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

20. Termination. Pope Farms reserves the right to discontinue service at its sole discretion and may terminate this Agreement upon 10 days notice directed to the Stallion Owner and Mare Owner at the addresses below or any other manner reasonably calculated to provide notice. Such termination shall not prejudice or impair Gavin Pope Rights herein, including but not limited to its right to seek payment for any services rendered.

21. If making any payments by credit card, there will be a 3% convenience service fee added to the amount of mare owner fees being charged. All checks will be made out to Gavin Pope.

22. All shipping containers must be returned within 5 business days.

\_\_\_\_\_  
Mare Owner or Authorized Agent Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Please Print Above Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone: (Day)

### **CREDIT CARD INFORMATION**

\_\_\_\_\_  
Exact Name on Credit Card

\_\_\_\_\_  
Signature of Person Using This Card

\_\_\_\_\_  
Exact Card Billing Address

\_\_\_\_\_  
Visa or MC (circle one) Exact Number

\_\_\_\_\_  
Exp. Date

\_\_\_\_\_  
3 Digit Code From Back

### **SHIPPED SEMEN DESTINATION & CONTACT INFO**

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Contact Person Phone & Cell Phone #'s

\_\_\_\_\_  
Contact Person Email

\_\_\_\_\_  
Exact Address for Delivery of Semen

Do you want FedEx to deliver without a signature? Yes No

## **MDR IMPULSIVE BREEDING FEES - 2016**

- 2016 Breeding Fee: \$600.00
- 2016 Early Pay Breeding Fee (Before Dec 31, 2015): \$550.00
- Multiple Mares:
  - 1st Mare = Full Breeding Fee
  - 2+ Mares = \$450.00/mare
- World & Reserve World Champion Earning or Producing Mares: \$250.00
- Repeat Pope Farm Customer: \$450.00
- Shipping Fees (per shipment):
  - Fed Ex fee \$275.00
  - Pick up semen at farm fee \$125.00
  - Available MWF
- On-site Breeding Fees:
  - Mare Care Dry \$12.50/day. Wet \$17.00/day
- Veterinarian Fees billed upon vet's discretion

**POPE FARMS, Gavin Pope, Owner**  
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