

# Royal Palm Farm

264 County Rd 31  
Eufaula, AL 36027  
(334)790-5507

## Contract for Fresh Cooled Semen collection- LFG

### Stallion Service Fee

The stallion service fee must be received prior to the shipping of any semen unless other arrangements are made in advance.

- **Future Year Booking Fee:** At RPF's discretion, if this contract is extended to more than 2 years, the Purchaser agrees to pay a Booking Fee, in the amount of Two-Hundred Dollars **\$200.00** to RPF for each future year (beyond 2) in which the contract is extended.
- This contract is for: Fresh or frozen semen to be used to inseminate the mare listed above only during this contract year or the following year unless other arrangements are agreed upon in advance between mare and stallion owner. Unused semen may not be used in additional mares without prior approval by RPF.
- **Embryo Transplant:** Should the Embryo Transplant (ET) result in more than one foal, the Purchaser will be held responsible for additional stud fees on the resulting foals. These stud fees will be at half the normal rates per foal after the initial foal. Payment for subsequent foals is due within ten (10) days of the birth of the resulting foals. There is no live foal guarantee on any ET foal beyond the initial foal.

### Collection and Shipping

**Shipping/Collection:** The Purchaser shall be responsible for all shipping fees over and above the stallion service fee. Shipping must be arranged in advance.

**Collection fees** are \$200 per collection and include 2 doses of fresh cooled semen, and purchase of a disposable shipping container, or rental of an Equitainer. These fees are due prior to collection/shipping.

**Shipping fees are in accordance to FedEx rates.** The Purchaser may supply their own FedEx number to be billed, or can pay RPF a flat rate. For the Continental US for Fresh Cooled

Semen this amount will be \$150, and must be paid to RPF prior to collection/shipping. Shipment for frozen with the US or CAN will be per the current rates.

**The Purchaser is responsible for shipping the container back to Royal Palm Farm at their own expense within five days.** \*Disposable shipping containers DO NOT need to be returned\*

**Late fee** of \$10.00 per day for failure to return the shipping container within five days (unless prior arrangements are made).

**Semen orders must be placed in advance whenever possible**, please notify no later than 5pm (Central Time) of the day before you plan to breed – failure to notify may make it impossible to collect. FedEx is available until 2 pm central standard time Mon – Fri. Shipments do not run on Sundays.

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 loses the foal, or the foal does not survive the birth, the submission of a recent, intrauterine culture certificate (within 60 days) is required 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.

## Specifications

**Mare owner will notify RPF of insemination dates, pregnancy status, and foaling dates.** It is recommended that the mare be checked for pregnancy at 20 days or less, earlier if known to put up twins.

The Purchaser may be required to provide 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 "Return of Service."

**Return of Service** (this section does not apply if frozen is purchased by the dose with no live foal guarantee): Should the mare fail to conceive, abort, or the foal fails to stand and nurse, it is the responsibility of the Purchaser to provide a written statement, within ten (10) days of the event. In any case, the Purchaser agrees to re-breed the mare or an agreed-upon substitute mare as soon as possible. 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 to two subsequent

years to the same mare unless special arrangements are agreed upon between stallion and mare owners.

It is understood and agreed that this Stallion Service Contract must be used within this year or the next two subsequent years or it will be NULL AND VOID, ab initio, AND ALL FEES PAID SHALL BE FORFEITED. If the stallion/semen is unavailable in a subsequent year, then the stallion fee will be returned.

## Other Terms:

a. This contract shall be governed by the laws of the State of Alabama, and shall be binding on the parties, their heirs and assigns.

b. This contract may not be assigned or transferred without the written consent of RPF.

c. If the stallion should die, be sold, or become unfit for breeding, then this contract shall be NULL AND VOID, ab initio, and the Stallion Service Fee shall be refunded and that only in the original year.

d. Please note that the Purchaser's mailing address and name will be given to any appropriate breed association on the Breeding Report.

- RPF 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 breeding.

- All mares must receive a pregnancy check between 15 and 25 days of the last insemination or breeding and mare owner must notify RPF of pregnancy status. It is recommended that the mare owner have a veterinarian perform a palpation test or ultrasound between 30 and 35 days of the last insemination or breeding, and palpation or ultrasound between 50 and 55 days of the last insemination or breeding.