



LOLKE 371 LLC STALLION STATION



**6448 Partridge Lane
Royal Oak, MD 21662
PH: 410-745-2423 FAX: 410-745-2416**

Mare Owner would like to use ___ Fresh Chilled ___ Frozen Semen (if available) for artificial insemination. No live cover is available. Mare care is not covered by this contract (availability is limited). Embryo Transfer is not part of this contract (please contact Stallion Manager to define terms).

Contract is for breeding to the stallion Lolke 371. This agreement is valid only for the 2008 breeding season. Mare Owner and Stallion Owner agree to the following:

Lolke 371 LLC stands the Friesian stallion known as Lolke 371 and will breed FPS-registered Friesian mares only.

Lolke 371 LLC breeding season is from March 1 to August 31, 2008. Cooled semen will be available in the order that the contract has been received. Advanced booking will place your mare at the top of the list for shipped semen.

It is understood that shipped semen is to be used only for the mare specified in the contract.

In order for semen to be collected and shipped for timely arrival, semen must be ordered no later than 10:00 AM the day of shipment.

Requests for semen are to be made to the Stallion Managers. A message can be left on the telephone. Messages are checked several times a day. Advance requests can also be made by fax or e-mail. Confirmation of the request will be given to the desired phone number. Calls between 10:00 PM and 6:00 AM EST are not preferred. We are closed on Sundays.

The Stallion Managers must receive reasonable notice of desired collection and shipment dates. Mare Owner is to advise Stallion Manager upon start of mare's cycle and contact the Stallion Manager again the day prior to desired collection and shipment. The Stallion Manager cannot guarantee shipment on the desired date without this information. We will collect on Monday, Wednesday and Friday.

The Mare Owner will be responsible for all costs involved in collection. Orders cancelled after the stallion has been collected will be billed. Fees for collection and processing are set at \$275 per collection. Shipping and courier fees are

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included in the cost within the contiguous 48 states. Shipments outside of this area will have additional charges. Lolke 371 LLC assumes no responsibility for the loss of semen or semen viability caused by the carrier (FedEx). There will be no shipment on Saturdays, Sundays, Holidays or the day before a Holiday.

Fees are set up as follows:

Breeding Fee:	\$1,750
Collection/Shipping	\$ 275 per shipment (Includes FedEx fees)

No discounts are offered.

Container Deposit: There will be a \$300 security deposit for use of shipping container. This security fee will be applied towards the Stallion Service Fee if the container is returned unharmed *and with all contents*. Container must be returned clean and undamaged. If ballast bags, coolant cans or containers are missing or damaged, Mare Owner will be charged for replacement.

Returning the Container: After receipt and use of the semen, container must be shipped back to the stallion station within 2 days via UPS or Federal Express 2nd Day Air. We recommend that the container be returned via FedEx, as they are the most reliable and accountable for damage and loss. Lolke 371 LLC will NOT be responsible to track down and collect insurance on lost or damaged containers and items in the containers when containers are being returned to us. That will be the responsibility of the Mare Owner.

The breeding fee and 1st two collection fees must be paid prior to the shipment of any semen. This will be deducted from the total cost. No semen will be sent out without payment. Any balance due that has not been paid within 30 days may be subject to a service charge of either \$10 or 18% each month, whichever is greater, on the unpaid balance. If for any reason Lolke 371 LLC requires the services of a collection agency or an attorney to assist in collections, the Mare Owner will be responsible for all costs, including court costs, in addition to the amount owed.

If the 2008 pregnancy does not result in a live foal, the "Live Foal Guarantee" will apply. A "Live Foal" is considered a foal that has stood and nursed without assistance after being born. The "Live Foal Guarantee" can be given only when:

- All costs involving breeding have been paid in full at time of breeding.
- Sufficient proof is provided that the mare has been vaccinated against diseases that can cause abortion or damage to the unborn foal (a written statement including vaccines and dates given).
- A written statement is provided from a licensed veterinarian documenting that the foal has been unable to stand and nurse without assistance.

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Return service privileges for the "Live Foal Guarantee" must be used in the breeding season subsequent to the date of this contract. If mare specified in this contract does not settle, or a "Live Foal" is not obtained, or the mare dies or cannot be used for breeding in the following year after the date of this contract, another FPS-registered Friesian mare may be substituted, subject to our acceptance of the mare.

Mare Owner shall not be entitled to a refund of the fees paid hereunder except if the stallion should die or become unfit for service prior to serving the mare in the present breeding season.

A Breeding Certificate will be issued to the Mare Owner after being notified that the foal was born safely and has met the criteria for "Live Foal."

Mare Owner understands that each shipment of semen will contain one dose of semen. A second dose will be included in the shipment only after all orders are filled and additional doses are still available. Priority will be given in the order the contracts were received. To insure your place on the top of the list, we encourage you to return this contract with payment in full early.

Mare Owner should have the mare checked for pregnancy at approximately 16 days after ovulation. It is agreed that mares bred shall be checked for pregnancy by a licensed veterinarian approximately 45 days after insemination. Failure to accurately report the status of the mare in question in a prompt manner could render the "Live Foal Guarantee" null and void.

This contract cannot be assigned or transferred by the Mare Owner. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership.

Lolke 371 LLC is not responsible for lost, delayed or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. The Mare Owner shall assume all responsibilities for the condition of the mare and shall bear all risk or loss or damage to the mare including but not limited to death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely or negligent insemination or failure of insemination. The Mare Owner therefore holds harmless Lolke 371 LLC, its owners, employees, agents and officers from any liability for any and all damages associated therewith. The Mare Owner hereby agrees to pay all expenses and fees incurred by Lolke 371 LLC in defending any claims for which the Mare Owner has agreed to release, discharge, indemnify and hold harmless Lolke 371 LLC, its owners, employees, agents and officers. ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.

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We reserve the right to refuse service to anyone for any reason.

The laws of the State of Maryland govern this contract. All accounts are payable in US Dollars.

Mare Owner acknowledges full agreement with the above contract by signing and returning all pages of this contract to Lolke 371 LLC.

Please fill out all mare, owner, vet and shipping information and return the original of this contract to Lolke 371 LLC. Be sure to make a copy for your records.

I have read the 2008 breeding contract for Lolke 371 and am in full agreement with it.

Printed Name of Mare Owner: _____

Signature of Mare Owner: _____ Date: _____

MARE, VETERINARIAN AND SHIPPING INFORMATION

This contract applies to breeding the following mare(s). Note: FPS-registered Friesian mares only—PLEASE ATTACH A COPY OF YOUR MARE'S PAPERS.

Mare: _____ Reg # _____

Mare: _____ Reg # _____

Name of Mare Owner: _____

Address: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Fax: _____

E-mail: _____

Please send the \$1,750 stud fee, \$300 container deposit plus \$550 to be applied to the 1st two collections with this contract. If the mare becomes pregnant with the first collection, the credit balance will be returned.

Payment method: We accept Personal Checks, Cashier's Checks, Money Orders and PayPal. Make Check or Money Order payable to Lolke 371 LLC.

Mare's Veterinarian: _____

Veterinarian's Address: _____

Veterinarian's Phone: _____

Shipping to (Name): _____

Shipping Address: _____

Is this the Vet or the Owner's Address: _____

Saturday Delivery _____ Yes _____ No

PLEASE REMEMBER TO COMPLETE AND RETURN: THE SIGNED CONTRACT, MARE, VETERINARIAN AND SHIPPING INFORMATION, MARE PAPERS AND INCLUDE PAYMENT FOR THE FOLLOWING:

Breeding Fee	\$1,750
Container Deposit	\$ 300
1 st two collections	<u>\$ 550</u>
Total	\$2,600