



**North Farm**  
13701 Sousa Street  
North Lawrence, Ohio 44666  
740-815-3545  
Dobrien110@aol.com

## **THE BEST MARTINI**

This contract dated \_\_\_\_\_ is between ("Mare Owner") \_\_\_\_\_ and Rhonda Malone (Owner), North Farm Inc. (Breeder). One service to **The Best Martini** (Stallion) for the (Mare) \_\_\_\_\_ Reg. # \_\_\_\_\_ Breed \_\_\_\_\_ for the 2023 season at \$ \_\_\_\_\_.

### **1. Fees and Expenses:**

- a. **Charges:** A non-refundable booking fee of **\$ 500.00** is due with signed contract. Balance of the stud fee \$ \_\_\_\_\_ is due prior to the first shipment of semen. Should more than one embryo result from breeding, mare owner must immediately report the additional embryo and pay an additional Stud Fee upon heartbeat check. **Failure to report an additional embryo could result in denial of a Breeders Certificate.**
- b. **Billing:** Bills are due and payable in full upon receipt. Any balance remaining unpaid after thirty days from the billing date shall bear interest at the rate of 1½ % per month from the date billed to the date payment is received. In the event the account is not paid within 45 days from the date of the monthly statement, the breeder may refuse to ship semen. Visa and MasterCard are accepted, **there is a 4.0% Service Fee for Credit Cards.**

2. **Mare Registration:** A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

3. **Breeding Season:** For purposes of this agreement, the breeding season shall begin February 1<sup>st</sup> and close June 30<sup>th</sup> of the year on this agreement.

4. **Live Foal Guarantee:** The mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare the following season only, to the Stallion for no additional Stud Fee however there will be a \$500.00 rebreed fee, provided proper written notification that the Mare has slipped or produced a nonviable foal is given to the Breeder within one (1) week of such slippage or non-viable birth. STALLION OWNER, NORTH FARM OR ITS EMPLOYEES shall not be held liable for the loss of any pregnancy whether it has slipped or a non-viable foal is produced. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal. If written notification is not received by the STALLION OWNER, the rebreed may not be honored at the STALLION OWNER'S discretion. Unless otherwise agreed in writing, this Guarantee shall also be void if Mare Owner sells Mare to a third party prior to foaling. *If Mare Owner fails to exercise the right to rebreed Mare in the immediately following season, Mare Owner's right to rebreed will be cancelled.*

5. **Embryo Transfers:** In the event that an embryo is sold, the live foal guarantee will be null and void. Rhonda Malone strongly recommends the purchase of embryo insurance. There is no live foal guarantee for vitrified embryos.

6. **Breeder's Certificate:** A Breeder's Certificate will be issued only after owner has notified Rhonda Malone that the mare has produced a live foal and all bills for breeding services have been paid in full.

7. **Mediation and Arbitration:** Any dispute relating to the interpretation or performance of this agreement shall first be submitted to mandatory mediation to a mediator selected by agreement of the parties. Should the parties be unable to agree on a mediator, the dispute shall be submitted to a Stark County, Ohio Mediation Center. The parties shall share the cost of mediation equally. Should a party not participate in the mediation, the non-participating party shall be charged with the cost of the mediation, which said cost shall be considered a liquidated damage provision to be applied as damages in any subsequent action without consideration as to the prevailing party in such action. If the mediation does not successfully resolve the dispute between the parties, the dispute shall be resolved, at the request of either party, through binding arbitration. Arbitration shall be conducted in Stark County, Ohio, in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction. The Mare Owner and Breeder intend that this agreement to arbitrate be irrevocable. If either party is

required to retain the services of an attorney to enforce any term or obligation arising out of or in connection with this agreement, or the collection of any monies due and owing under or pursuant to the terms of the agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable costs of collection and attorneys' fees) incurred in the enforcement of the agreement or any proceeding related thereto.

8. **Substitution:** In the event that the Stallions dies or becomes unfit for service, or in the event that the Mare dies during the breeding season, the Mare Owner may substitute another mare or breed the Mare to another stallion at the Breeder's farm, as may be agreed by both the Mare Owner and the Breeder. Frozen semen may be offered to fulfill the remainder of the contract to the Mare Owner and the parties to this agreement will be released from any further rights, obligations or liabilities hereunder.
9. **Counterparts and Facsimiles:** This contract may be executed in any number of counterparts which, taken together, shall be considered as single contract, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.
10. **Genetic Testing:** The Best Martini is N/N for HERDA, HYPP, GBED, PSSM, MH, IMM, OLWS

#### COOLED TRANSPORTED SEMEN

1. **Collection Days:** Collection days are *Monday, Wednesday, and Friday*. All shipping requests must be made by text or phone call only to 740-815-3545, with mare's registered name and address for shipment at the time of reservation. **Orders must be requested the day before a collection day by 7:00 PM (Eastern Standard Time) with a cancel or confirm the morning of a collection day no later than 7:00 AM (Eastern Standard Time).** A 24hr notice is required for any Counter-to-Counter shipment. Late orders will be serviced according to availability of semen.
2. **Shipment Limits:** Stallion owner reserves the right, at its sole discretion, to: (a) set a limit of 1 dose per mare per shipment. We ask that all mares be set up properly for breeding. Should more than 3 shipments be requested for the same mare, the Stallion Owner may require a negative culture report to continue servicing the mare.
3. **Shipments:** Stallion Owner makes no warranty or guarantee, express or implied with respect to: (A) the semen, including but not limited to the warranty or fitness for a particular purpose; (B) the delivery of the semen within a certain time period or method; (C) that the semen will safely reach the insemination point without damage, viability, contamination or losing integrity, quality, or other characteristics; and (D) the services of any third party breeding facility.
4. **Delivery:** All parties to this agreement agree that the obligations of performance by the STALLION OWNER and the STALLION MANAGER shall be met when the chilled semen shipment leaves the Breeding Farm. NORTH FARM INC. is released from all claims when shipment has left the center. All parties to this agreement agree that the risk of loss transfers to the MARE OWNER after pick up.
5. **Fees:** All parties agree that every semen shipment to the MARE OWNER shall be at a cost of **\$325.00. Canadian Shipments are \$375.00 US plus the cost of Export Documents.** If semen is needed same day via the airlines, MARE OWNER will be responsible for an additional charge of **\$100.00 plus applicable courier fees.** On site pick up is **\$175.00** and is ready after 12:00 PM.

**Binding And Entire Agreement:** This contract, when signed by the Mare Owner and the Stallion Owner/ Breeder and accompanied by payment of the Stud Fee and Expense Fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.

#### Mare Owner Information:

**Breeder: North Farm Inc.**

\_\_\_\_\_  
Mare Owner/Agent Signature

\_\_\_\_\_  
Stallion Owner/Agent Signature

\_\_\_\_\_  
Daytime Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Email

**Shipped Semen Information The Best Martini**

**Mare's Name:** \_\_\_\_\_ **Reg#:** \_\_\_\_\_

**Address to be shipped to (UPS/FedEx)**

**Name:** \_\_\_\_\_

**Street Address (No PO Box) :** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Saturday Delivery Available At Above Address:** \_\_\_\_ Yes \_\_\_\_ No  
If checked no, please provide a Saturday address below

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**\* Please note: check the availability of Saturday UPS/FedEx delivery**

**Closest Major Airport Code and City:** \_\_\_\_\_

**Shipments must be pre-paid with check or credit card – NO EXCEPTIONS**

**Credit Card Information: \* please note a 4.0% Service fee for credit cards**

**Please charge my Credit Card for all fees incurred in breeding my mare:**

**Name of Card Holder:** \_\_\_\_\_

**Billing Statement Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Card #:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_

**3 digit # on back of card:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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