

**C&A FARM**  
**Chris & Alison Fellows**  
**731 River Street**  
**Winchendon, MA 01475**  
 Phone: 978-297-9966  
 Fax: 978-297-0802

**BREEDING CONTRACT FOR YEAR 2010**

Alison J. Fellows, dba C&A Farm, hereinafter called Stallion Owner, and \_\_\_\_\_ hereinafter called Mare Owner, do hereby contract as follows. Mare Owner purchasing cooled shipped semen from the Spotted Draft Stallion, **C&A's sm COMMANDER** (NASDHA#2446) for use in the mare Identified as: \_\_\_\_\_, if said stallion is alive, fit to breed and standing for Stud. This contract covers the use of Fresh Chilled Semen. Live Cover is not an available option with C&A's sm Commander. This contract is binding in accordance with the laws of the Commonwealth of Massachusetts. Both parties understand and accept the following terms:

- **Semen Shipping Fee: \$250.00 for each shipment ordered** overnight via Fed Ex or UPS in a semen container that must be returned at least one day after last breeding date. Pre-paid Return shipping label will be enclosed to return container. Each shipment will contain 2 breeding doses of cooled semen meeting or exceeding standard Equine semen shipping guidelines and semen is guaranteed viable at 24 hrs after collection.
- **Booking Fee: \$150.00 non-refundable for each mare.**
- **Stud Fee: \$250.00 for each mare.**
- *The total of \$650.00 (\$150.00 booking + \$250.00 Stud Fee + \$250.00 first semen shipment) must be paid in full prior to any semen shipping.*
- **Discounts: (discounts apply to each contract)**
- **\$100.00** For signed contracts with booking fee paid by 2-28-10
- **\$100.00** For returning customers
- **\$50.00** For two or more mares booked, discount applies to each mare
- **LFG:** Live Foal Guarantee – Live foal that stands and nurses for 24 hours. Mare owner is entitled to rebreed in the year of foaling or expected foaling only. Semen shipping fees and all other fees related to breeding will be the responsibility of the mare owner.
- **Color Guarantee:** Foal will have expressed pattern of tobiano, overo or tovero that meets the guidelines set forth by NASDHA. In the event the foal does not have qualifying color the mare owner is entitled to rebreed in the year of foaling only. Semen shipping fees and all other fees related to breeding will be the responsibility of the mare owner.
- No Shipments will be processed unless all paperwork and fees have been received.
- Mare Owner will return container with in one day after last breeding date.
- Mare owner will provide copy of mares' registration papers or photos if not registered with this agreement. Photos can be emailed.
- Stallion owner will provide a signed breeding certificate upon notification from mare owner of a live foal for registration (if eligible) with NASDHA and AWS.
- Mare Owner shall assume all responsibility for the condition of the mare, and the facilitation of the reproductive process for the mare and shall bear all risk of loss financial or otherwise including but not limited to damage to the mare and/or foal, whether by death, disease, injury, infection or otherwise, and by any cause whatsoever, and therefore agrees to hold Stallion Owner Alison J. Fellows or C&A Farm, or its agents, or employees, harmless for any and all damages associated therewith.
- The Stallion owner is not responsible for lost, delayed or damaged semen.
- C&A Farm reserves the right to decline any offer to contract to any mare for any and all reasons.
- If C&A's Commander becomes unfit for breeding, dies or is sold prior to the commencement of this agreement the stallion owner will offer frozen semen at an additional charge. No other fees will be refunded for any reason.
- NO substitutions allowed, new agreement must be signed for each mare contracted. If no semen has been shipped then the mare owner can substitute a different mare for no additional fee providing all contract fees have been paid and a new signed contract has been submitted.
- NO additional discounts available, Mare owner may pick up semen but will receive no discount.

- Collections are available March 1<sup>st</sup> through July 31<sup>st</sup>. However other arrangements can be made if you need semen before March 1<sup>st</sup> or after July 31<sup>st</sup>.

The Mare Owner agrees to hold harmless Alison J. Fellows dba C&A Farm, its agents, and employees, for any loss or hardship whatsoever incurred relative to breeding the contracted mare, including, but not limited to losses due to the unforeseen illness, injury, or death of the stallion. This contract is written and administered under the laws of the Commonwealth of Massachusetts and any legal disputes arising from the servicing this contract will be conducted within the jurisdiction of Worcester County, Massachusetts.

Send payment with the signed contract to:

*C&A Farm  
Alison J. Fellows  
731 River Street  
Winchendon, MA 01475*

*Payment can be made via check payable to C&A Farm, Visa, Mastercard or by Paypal to [icspots@capainthorsefarm.com](mailto:icspots@capainthorsefarm.com)*

*Contract can be mailed to address above, emailed or faxed to 978-297-0802 A copy with the stallion owners signature will be included with your first shipment of semen.*

The signatures below make this agreement legal and binding. All terms and conditions outlined are agreed upon with both parties.

\_\_\_\_\_  
Stallion Owner, Alison J. Fellows Dated:

\_\_\_\_\_  
Mare Owner Dated:  
Print Name and address of mare owner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:  
Cell:  
Fax:  
Email:

Mares Name: \_\_\_\_\_

Semen requests will be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Credit Card Information**

*If you wish to use a credit card for payment please fill in the following information:*

(cc #) \_\_\_\_\_ Visa or MC

Exp Date \_\_\_\_\_ Sec. Code \_\_\_\_\_

Billing Name & Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_  
*Signature Date*

*Confirmations of shipment will be sent to the mare owners*

Phone Cell phone Fax Email other \_\_\_\_\_

We collect and process semen 7 days per week. Semen is shipped on Monday through Friday and in some cases on Saturday for Monday delivery. You may of course pick up your semen at the farm on the collection day. We do require to notified by 8 PM the evening prior to chosen day of collection and we also ask that you notify us when your mare first comes into estrus so we will be expecting your request. We are committed to providing you with the very best service to get your mare in foal. Please feel free to contact us with any questions or concerns.