

# **Copper Spring Farm**

Karen Ingalls and Joseph Farnik – owners  
P.O. Box 127, Cle Elum, Washington, 98922  
Phone : (425) 248-0994

Web: [www.copperspringfarm.com](http://www.copperspringfarm.com) ~ Email: <[copperspringfarm@gmail.com](mailto:copperspringfarm@gmail.com)>

**AND**

## **Westphalians For USA LLC**

James R. Heath – Stallion Manager,  
1155 Turner Road, Jackson, South Carolina, 29831  
Phone: (803) 471-3696

Web: [www.westphalians.com](http://www.westphalians.com) ~ Email: <[info@westphalians.com](mailto:info@westphalians.com)>

### **2010 Stallion Service Contract**

#### **For Fresh and Fresh Cooled Semen:**

The \_\_\_\_\_ mare, \_\_\_\_\_ is hereby  
(breed) (name)

booked to the stallion DONNERL<CK ; managed by James R. Heath at:  
Westphalians For USA LLC, 1155 Turner Road, Jackson, South Carolina, 29831, for the 2010  
breeding season (March 15, 2010 to August 15, 2010).

- 1 There is a \$400 booking fee, wholly earned and non-refundable, payable to **Copper Spring Farm**, due with this contract.
- 2 The breeding fee includes the first semen collection fee and only the first; any future semen collection fee is the responsibility of the mare owner. Semen collection is \$200.00 and is due and payable to Westphalians For USA prior to collection of semen.
- 1 **All** costs of shipping the semen from Westphalians For USA LLC to the Mare owner's facility will be borne by Mare owner.
- 2 Mare owner understands that requests for semen shipments must be made by, contacting Westphalians For USA LLC and arranging payment for such shipping. James R. Heath, can be reached at (803) 471-3696 - OFFICE.
- 3 Mare owner is expected to contact, Westphalians For USA LLC: (803) 471-3696 upon the signing of this contract to arrange for future semen shipments. Orders for fresh-cooled semen must be made by calling Westphalians For USA LLC by 4:00 PM the day before the collection day. NO SEMEN WILL BE AVAILABLE ON SATURDAY FOR ORDERS MADE AFTER 4:00 PM FRIDAY BEFORE THE COLLECTION DAY.
- 4 Mare owner understands that DVM James P. Brendemuehl will collect and ship semen 6 days per week as long as the Mare owner contacts Westphalians For USA LLC by 4:00PM the FRIDAY before the WEEKEND for a Saturday collection.

**NO SEMEN WILL BE AVAILABLE ON SATURDAY FOR ORDERS MADE AFTER 4:00 PM FRIDAY BEFORE THE COLLECTION DAY.**

## **LIVE FOAL GUARANTEE - RIGHT OF RETURN**

The stud fee of \$\_\_\_\_\_ is due in full to Copper Spring Farm before semen is shipped or mare is bred. This stud fee guarantees a live foal from this mating, meaning the foal shall stand and suck. Should it not, mare owner will be entitled to ONE return breeding privilege for the same mare (or substitute by approval of STALLION OWNER or MANAGER) to DONNERL<CK for the SUBSEQUENT breeding season only. This guarantee will apply ONLY if COPPER SPRING FARM is notified by certified mail within 48 hours of foal's death. Statement by licensed Veterinarian must follow within ten days or guarantee becomes null and void. This clause is binding also in case of abortion. In the case of return breeding a second season, the booking fee, Collection Fees, shipping fees, and container deposit is/are payable again. This contract guarantees a return privilege for the same mare if mare is examined by a licensed equine Veterinarian tests not to be in foal. A written statement from the Veterinarian, attesting to the breeding state of the mare must accompany the new Mare Information Form for a return breeding the SUBSEQUENT season.

Mare owner may substitute an alternate mare to breed to DONNERL<CK with WRITTEN permission from the STALLION OWNERS or STALLION MANAGERS. If Mare owner substitute's an alternate mare in the same breeding season as the original mare, he/she will not be required to pay the booking fee. However, if Mare owner substitutes an alternate mare in the SUBSEQUENT breeding season, he/she is responsible for the booking fee of the alternate mare. In the event of a substitution, Mare owner agrees to provide COPPER SPRING FARM with a written statement from the Veterinarian, attesting to the breeding state of the original mare along with a new Mare Information Form for the substitute mare.

COPPER SPRING FARM & WESTPHALIANS FOR USA LLC assume responsibility ONLY TO DELIVER SEMEN IN VIABLE CONDITION at the time of delivery. A licensed Veterinarian, familiar with the concept and practical use of equine semen, MUST administer the semen.

DONNERL<CK HAS BEEN BLOOD AND DNA TYPED AND HAS TESTED NEGATIVE FOR C.E.M., E.V.A., E.I.A. and VESICULAR STOMATITIS.

\*PLEASE NOTE THAT NOT EVERY MARE IS A SUITABLE CANDIDATE FOR A LIVE FOAL GUARANTEE PROGRAM. IF MARE INFORMATION FORM INDICATES THAT YOUR MARE IS NOT A GOOD RISK FOR THIS PROGRAM WE WILL RETURN ANY CHECKS UNCASHED AND WILL NOT ACCEPT THIS CONTRACT.

Mare owner is responsible for ascertaining their mare's registry requirements (if applicable) for the use of transported semen and subsequent registration of foals conceived through the use of transported semen and all inspection and registration fees.

**BEFORE ACCEPTANCE OF CONTRACT BY STALLION OWNERS MARE OWNER SHALL PROVIDE:**

- a complete Stallion Service Contract
- a complete Mare Information Form
- the \$400 booking fee (payable to Westphalians For USA LLC)
- a copy of Mare's registration papers (if available)
- the name, delivery address, and phone number of the equine Veterinarian that will be responsible for inseminating the mare:

\*Mare owner understands that it is to his/her advantage to make sure his/her mare receives a uterine culture and/or uterine biopsy AND cytology smear prior to breeding. A uterine culture and/or uterine biopsy and cytology smear prior to breeding is highly recommended for barren mares or maiden mares over the age of 12 years, or any mare that has a history of breeding problems or was unable to conceive the previous breeding season.

- 1 COPPER SPRING FARM, WESTPHALIANS FOR USA LLC, JAMES R. HEATH AND DVM JAMES P. BRENDMEUHL are not responsible for lost, delayed or damaged semen and make no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. All warranties or merchantability and fitness for purpose are hereby excluded.
- 2 There will be only ONE breeding certificate issued with this contract. The breeding certificate is for the mare described in this contract. The Veterinarian is responsible for inseminating ONLY the mare described in this contract, and is responsible for certifying that he/she has determined a 60-DAY PREGNANCY in the appropriate mare.
- 3 Mare owner shall assume ALL RESPONSIBILITY for the condition of his/her mare and shall bear all risk of loss or damage to the mare whether by death, disease, injury, infection, or otherwise, and by any cause whatsoever, and therefore agrees to hold harmless STALLION OWNERS, Karen Ingalls and Joseph Farnik, COPPER SPRING FARM, WESTPHALIANS FOR USA LLC, JAMES R. HEATH and DVM JAMES P. BRENDMEUHL from any damages associated therewith.

**MARE AND OWNER INFORMATION:**

MARE'S NAME: \_\_\_\_\_ REG# \_\_\_\_\_

SIRE'S NAME: \_\_\_\_\_

DAM'S NAME: \_\_\_\_\_

DAM'S SIRE: \_\_\_\_\_ MARE'S COLOR \_\_\_\_\_

MARE'S MARKINGS: \_\_\_\_\_

REGISTRY DESIRED FOR FOAL: \_\_\_\_\_

SHIPPING INFORMATION FOR SEMEN: \_\_\_\_\_

NAME OF INSEMINATING VETERINARIAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDITIONAL INSTRUCTIONS:  
\_\_\_\_\_

I AGREE TO ABIDE BY THE TERMS AND STIPULATIONS OF THIS CONTRACT,

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

ACCEPTED FOR COPPER SPRING FARM & WESTPHALIANS FOR USA LLC:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\* COPPER SPRING FARM OR WESTPHALIANS FOR USA LLC ARE SOLELY RESPONSIBLE FOR THE ISSUANCE OF BREEDING CERTIFICATES OF SAID STALLION. THIS CONTRACT IS NON TRANSFERABLE AND IS BINDING ON BOTH MARE OWNER AND STALLION OWNERS. THIS CONTRACT IS NULL AND VOID IF NOT COMPLETED IN FULL AND SIGNED.