

DONATED TO MMHBF

This contract is made by and between Clayhill Farms LLC Holly Linden and _____
(Purchaser) for breeding of the Mare: _____ (Registration # _____) to the Morgan
Stallion **CLAYHILL'S CREED**, Registration #193939, for the 2024 Breeding Season; subject to the following terms and conditions:

1. The stallion service fee of **\$0.00** due at signing of this contract payable to: **Clayhill Farms**
2. The collection fee for fresh cooled semen, is **\$350.00 each collection** and includes one-way shipment of semen
3. Return shipment of container is purchaser's responsibility in seven days or less or will be charged a \$75.00 late fee

PURCHASER WOULD LIKE TO USE: **Fresh Cooled Semen*** **Live Cover** **On Farm Insemination (Circle One)**

2. RESERVATIONS FOR SEMEN (FROZEN OR FRESH COOLED SEMEN): Clayhill Farm's receipt of the above Stallion Service Fee confirms the Mare's reservation to breed to the Stallion for the current Breeding Season, which shall extend from February 1st until July 1st. frozen or Fresh Cooled Semen should be ordered at a minimum of 24 hours prior to shipment.
3. HANDLING FEE: For each shipment of frozen semen, a Handling Fee will be paid by the Purchaser directly to the Frozen Semen Storage company before container will be shipped. The container used for Fresh Cooled Semen is to be returned after use. If it is not returned a fee of **\$75.00** will be charged to Purchaser for replacement of container. **Collection Fee must be paid by cash, check, or credit card BEFORE shipment is sent.**
4. SUBSTITUTE MARE is not allowed without prior written consent of Clayhill Farm Holly Linden.
5. EMBRYO TRANSPLANTS are prohibited without written permission and a signed embryo transfer agreement.
6. CONDITIONS: Stallions service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to Clayhill Farm. In the event the Mare is barren, Clayhill Farm requires the submission of a recent negative intrauterine culture certificate (within 60 days). In some cases the form may also require a uterine biopsy and/or Progesterone essay. In all cases, the veterinarian must certify that the Mare's immunizations for the equinerhinopneumonitis (equine herpes type 1) have been kept current.
7. RETURN OF SERVICE: Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth below. However, the Mare shall have the right of return service in the following breeding season and in the third breeding season only under the following circumstances:
 - A) If the Mare does not settle during the Present Breeding Season, she is eligible for return if service to the Stallion if The purchaser submit's a veterinarian's certificate to that effect. The Purchaser recognizes Clayhill Farm's right to Require a negative intrauterine culture certificate prior to the Mare's return to service.
 - B) If the Mare is examined in foal but becomes barren during gestation, she is eligible for return service if Clayhill Farm receives a veterinary certificate of barrenness within five days of the examination.
 - C) If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, a Veterinary certificate must be provided within five days from the date of death.Where appropriate, the certificate shall also confirm that the Mare was properly cared for during gestation and was attended at foaling. Clayhill Farm's timely receipt of the required veterinary certificate is a condition precedent to any right return. If the Purchaser's mare becomes unfit for breeding or otherwise unbreedable, purchaser may request, in writing, using a substitute mare. All rights of return to the Stallion are subject to prepayment of costs as set forth in 4 (a-c) above.
8. REFUND OF FEES: This contract shall be null and void and the Purchaser shall be entitled to a refund of any amount paid hereunder if the Stallion should die or become unfit for service prior to serving the Mare in the Present Breeding Season. Or, if both parties agree, Purchaser may continue with this contract and will abide by the terms of Frozen Semen use, along with all related expenses.
9. NON-ASSIGNMENT: This contract cannot be assigned or transferred by Purchaser. There shall be no right of return to the Stallion if the Mare is sold or otherwise changes ownership after having been served by the Stallion.
10. WARRANTY: Clayhill Farm 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. **ALL WARRANTIES OR MECHANABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.**
11. GOVERNING LAW: This contract shall be governed by the laws of the Commonwealth of Ohio and shall be binding upon the parties hereto and their personal representatives.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their bands and seals.

Clayhill Farm: _____
Holly Linden and/or Jennifer Hazen

Purchaser (Signature): _____

Date: _____

Purchaser (Print Name): _____

Date: _____