

Hilton Farm, Inc.
P.O. Box 458
Somerset, VA 22972
540-672-2498
fax: 540-672-7415

Portofino Service Contract

This contract made by and between Hilton Farm, Inc. ("Farm") and _____ ("Purchaser") for breeding of _____ to the Stallion Portofino ("Stallion") for the _____ Breeding Season ("Present Breeding Season"); subject to the following terms and conditions:

1. The Mare: The mare to be bred is (Mare's name, Color and Markings) _____, Foaled _____; by _____ out of _____; by _____; Registration No. _____. The Purchaser may not substitute another mare for breeding without prior written consent of the Farm. such consent may be granted or withheld at Farm's sole discretion.
2. * Fees: Purchaser agrees to pay the Farm the following fees, payable by check, Visa, or Mastercard:
 - a. A non-refundable Booking Fee of \$300 is due at the signing of this contract and annually with each return of service.
 - b. A non-refundable Stallion Service Fee of \$ 700.00 is payable before semen is to be collected or transported or insemination of Mare.
 - c. Live cover only.

***ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE COLLECTED AND SHIPPED. IF MARE IS BRED ON THE FARM, ALL MARE CARE FEES TO HILTON MUST BE PAID PRIOR TO THE MARE'S REMOVAL FROM HILTON FARM.**

3. **CONDITIONS:** Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to the Farm. If the mare is to be bred on Hilton Farm, the Farm requires the submission of a recent negative Coggins Test, vaccines up to date and must have been wormed within one month of her arrival.
4. **RETURN OF SERVICE:** Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth in 7 below. However, the Mare owner shall have the right of return to the Stallion's service in the following two breeding seasons, if necessary, and then only in the following circumstances:
 - a. If the Mare does not settle during the Present Breeding Season, she is eligible for return of service to the Stallion if the Purchaser submits a veterinarian's certificate to that effect.
 - b. If the Mare is examined in foal but becomes barren during gestation, she is eligible for return if the Farm receives a veterinary certificate of barrenness within ten (10) working days of the examination.
 - c. If the mare produces a live foal that is unable to stand alone and nurse, and the foal subsequently dies, a veterinary certificate must be provided to the Farm within ten (10) working days of the date of death.

- d. In all cases, the required veterinary certificate shall affirm that the mare had been immunized in the 5th, 7th, and 9th months of the gestation for equine rhinopneumonitis (equine herpes type 1). Where appropriate, the certificate shall also confirm that the Mare was properly cared for during gestation and was attended at foaling. The Farm's timely receipt of the required veterinary certificates is a condition precedent to any right of return.
 - e. All rights of return are subject to repayment of costs as set forth in 2a,c, & d above.
5. REFUND OF FEES: The Purchaser shall not be entitled to any refund if the Stallion is sold, should die, or become unfit for service any subsequent breeding season, but Purchaser may breed to another Hilton Farm Stallion of the same or lesser Stallion Service Fee or credit fee paid toward a more expensive one.
6. 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 serviced by the Stallion.
7. WARRANTY: The Farm is not responsible for lost, delayed, or damaged semen And makes no representation 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.
8. FOR ON SITE INSEMINATION:
- a. Purchaser agrees that all veterinary, farrier, foaling, and other fees are in addition to the Stallion Service fee, and that all such fees, together with mare care cost of \$25.00 per day for a mare without a foal, and \$35.00 for a mare with foal, will be paid promptly upon invoicing. No mare may be removed from the Hilton Farm unless all fees and costs are paid in full.
 - b. The Purchaser hereby gives the Farm permission to act as agent in an emergency situation.
 - c. The Purchaser hereby releases Hilton Farm, Inc., its owners, officers and employees from any responsibility or liability for death, injury, disease, or accident to the mare or accompanying foal resulting from any negligence.
9. GOVERNING LAW: This contract shall be governed by the laws of the Commonwealth of Virginia and shall be binding upon the parties hereto and their personal representatives.

WITNESS the following signatures:

_____ Date: _____
 For HILTON FARM, INC.

_____ Date: _____
 Purchaser,

Address: _____

Telephone Daytime: _____

Evening: _____

Email Address: _____

For Visa/Mastercard only:

Card Number: _____

Expiration Date: _____

CVV2 Code: _____

Name as it appears on card: _____

Cardholder's Signature: _____

Billing Address for credit card:

(CVV2 code is the 3 digit on back of your card)

Please indicate desired registry of foal: _____

Breed of Mare: _____

Copy of front and back of mare's registration papers must be included with signed contract.