# FRANKLIN FARM, LLC

SERVICES CONTRACT

**KARMEL EL JULLYEN V**

This Services Contract (hereinafter “Agreement”) is made this _____ day of_____by and between FRANKLIN FARM, LLC whose address is 2900 County Rd 203, Collinsville, TX 76233 (hereinafter “FRANKLIN FARM”)

and: _____ (hereinafter "Customer"):

ADDRESS

EMAIL ADDRESS TELEPHONE NUMBER CELL PHONE

**1. MARE**

This contract pertains to the following Mare (hereinafter referred to “Mare”):

NAME REGISTRATION NUMBER

SIRE DAM COLOR DOB

**2. SERVICES PROGRAM**

Customer hereby contracts for “FRANKLIN FARM” to Transport Fresh Cooled Semen for the Purebred Arabian Stallion, ***KARMEL EL JULLYEN V***.

**3. BREEDING**

Customer contracts to breed this “Mare” to ***KARMEL EL JULLYEN*** standing at “FRANKLIN FARM”, during the 2025 breeding season.

The stud fee shall be Two thousand five hundred dollars. The terms of this contract shall be paid as follows:

A. Customer Initial ____N/A____$2,500.00 shall be due upon execution of this “Agreement”, a $500.00 non-refundable booking fee shall apply.

B. Customer Initial_____I, “Customer” acknowledge that I have read and agree to the terms and conditions set forth on page 5 of this “Agreement”.

Customer has read and accepts all the terms on all pages of this contract, including Addendum(s), if any.

Customer Signature Date

By:

FRANKLIN FARM LLC Date

By: Holli Gallun

Make checks payable to: Franklin Farm, LLC.
Mail: Franklin Farm, LLC c/o Holli Gallun
28150 N Alma School Parkway #103-508, Scottsdale, AZ 85262
Email: Franklin@equiproalliance.com

4. **STALLION BREEDING CREDITS**. If a "Mare" bred to a stallion owned, leased or standing at "FRANKLIN FARM" fails to produce a live foal (one that survives 72 hours), as certified in writing by a licensed veterinarian within one week of such determination and provided to "FRANKLIN FARM" within thirty (30) days, "FRANKLIN FARM" will provide a rebreeding in the following season, for a re-handling fee equal to twenty percent (20%) of the stallions stud fee at time of the original contract, this shall include breedings that are donated. For donated breedings the rate shall be equal to the published stud fee at time of contract. The rebreeding shall be for the same "Mare", or a substitute "Mare" approved by "FRANKLIN FARM". If "Mare" is to be rebred and "Mare" owner does not rebreed the "Mare" in the following year, all fees shall be forfeited, and the contract shall be cancelled. If said stallion dies, is sold or becomes unfit for service "FRANKLIN FARM" shall refund the breeding fee less the non-refundable handling fee.

5. **PREGNANCY CHECK: REHANDLING FEE.** "FRANKLIN FARM" shall be paid a nonrefundable re-handling fee for any rebreeding. This re-handling fee shall be in addition to and not credited toward the nonrefundable fee or stud fee. For a stallion owned, leased or standing at "FRANKLIN FARM", the re-handling fee shall be equal to twenty percent (20%) of the stud fee at the time of booking. If the breeding was a result of a donated breeding the re-handling fee shall be based on the published stud fee at the time of the execution of the contract.

6. **LIMITATION OF LIABILITY.** Any disputes arising under the terms of this contract shall be resolved under Texas State law. Notice of service of process in connection with any legal action arising under the terms of this "Agreement" shall be deemed received so long as either party mails such notice by regular US mail to the other party as provided in this "Agreement". All costs and attorney's fees incurred as result of any lien or foreclosure actions arising under the terms of this ""Agreement" "shall be paid by the "Customer". Costs and attorney's fees which are incurred because of any other dispute arising under this "Agreement" shall be paid by the non-prevailing party.

7. **ACCEPTANCE:** This contract is not effective until approved and executed by "FRANKLIN FARM", which reserves the right to reject any "Mare" at its sole discretion, and to return any "Mare" at Customer's expense. All service and programs are subject to availability. "FRANKLIN FARM" reserves the right to discontinue any service or show program.

8. **NONASSIGNABILIITY**. Customer / "Mare" Owner may not assign any rights or delegate any duties under this contract without the express written consent of "FRANKLIN FARM". Any effort to circumvent or negate the non- assignability of this "Agreement" may result in the cancellation of the "Agreement", and the forfeiture by the Customer of any used breeding rights, or the withholding of the registration of any foals produced. "FRANKLIN FARM" may in its sole discretion require client to provide a true and correct copy of any lease, shared use or other "Agreement" which assigns, trades, barters or effectively sells any breeding rights created or contemplated by this "Agreement", immediately upon any such request by "FRANKLIN FARM". "FRANKLIN FARM" in its' sole discretion has the right to approve or disapprove any change in the "Mare" identified in Paragraph # 1. In the event of the death of incapacity of said "Mare" "FRANKLIN FARM" may approve a substitution of said "Mare". "Customer" shall provide to "FRANKLIN FARM" any such request to substitute the "Mare" identified in Paragraph #1, in writing, including a description of the circumstances that requires the substitution including a statement from the attending Veterinarian if the circumstance is predicated on the physical condition of the "Mare" originally described in paragraph #1.

9. **ENTIRE "AGREEMENT"; CONSTRUCTION; JURISDICTION; ATTORNEY'S FEES.** This Contract contains the entire understanding of the parties concerning its subject matter and may be modified only in writing and signed by both parties. Headings are for convenience only and not part of the Contract. The unenforceability of any term or provision of this "Agreement", shall not affect the validity or enforceability of the remainder. The Contract shall be construed and governed by the laws of the State of Texas. "Customer" agrees that if any suit is brought by "Mare" owner or "FRANKLIN

FARM" for any purpose relating to this Contract, such suit or legal proceedings must be filed only in the State of Texas and "Customer" agrees to submit to that court's jurisdiction and venue.

INITIAL _____

**TRANSPORTED SEMEN AGREEMENT & FEE SCHEDULE**

This "Agreement" is to reserve shipped semen for **KARMEL EL JULLYEN V**. All requests for semen will be processed on a first come first serve basis. **Collection Days are Monday, Wednesday & Friday.**

Please call 24 hours in advance to request semen to be shipped.

Should you need to cancel your request, it must be done by 9:00 am the morning of the scheduled shipment, or the Handling Fee will be incurred:

**Please contact Holli Gallun for Shipping (480) 239-9261**
**Email: Franklin@equiproalliance.com**
*(If you do not reach me by calling, please text)*

IN ADDITION TO THE AGREED BREEDING FEE, THE SHIPPED SEMEN FEES ARE AS FOLLOWS:

NEXT DAY/SAME DAY SEMEN SHIPMENT FEES

Handling Fee /Per Shipment ..... $450.00

*Includes stallion collection, semen processing, Equitainer rental.

Overnight Shipping Charges and/or Air ..... *Billed at prevailing rate*

Counter to Counter or Same Day Delivery Rate ..... *Billed at prevailing rate*

*Handling fee is paid in addition to Overnight Shipping Charges and/or Air Charges Courier Fee for Counter to Counter.

THE BREEDING FEE IN ADDITION TO HANDLING FEES & SHIPPING CHARGES MUST BE PAID PRIOR TO SHIPMENT OF SEMEN. CREDIT CARD NUMBER AND COMPLETED TRANSPORTED SEMEN "AGREEMENT" & CONTRACT MUST BE RECEIVED BY "FRANKLIN FARM" PRIOR TO SEMEN BEING SHIPPED.

PLEASE PROVIDE THE PHYSICAL ADDRESS FOR SHIPPING SEMEN:

**Shipping Address:**

Name

Address

Cell # Home # Email address

Veterinarian Telephone #

# FRANKLIN FARM, LLC

SERVICES CONTRACT

**KARMEL EL JULLYEN V**

**Credit Card Information:**

Account #_____Expiration Date _____

Cardholder Name_____Security Code_____

Cardholder Address _____

Customer Signature _____ Date _____

*Customer Federal Express # _____ Account Name _____