



## STALLION SERVICE AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_(day) of \_\_\_\_\_(month) in the year of \_\_\_\_\_ by JOHNSON PERFORMANCE HORSES LLC, 638 VALLEY RANCH ROAD, ARDMORE, OKLAHOMA 73401 (hereinafter referred to as "JPH") and \_\_\_\_\_ (hereinafter referred to as "Mare Owner") residing at \_\_\_\_\_

**Mare Owner warrants** that it is the legal owner or lessee of (Name of mare) \_\_\_\_\_ foaled in the year of \_\_\_\_\_ Breed & Registration number \_\_\_\_\_ Due to foal \_\_\_\_\_ (if applicable).  
 Check if said mare is insured with mortality and/or medical insurance, must attach insurance contact and information.

**Upon payment of booking fee by Mare Owner**, JPH does hereby agree to reserve for the Mare Owner one season booking for the year \_\_\_\_\_ to **GAYFIELDS THE THIEF**, the 2004 CHESTNUT Section B Welsh Stallion, WPCSA Registration #B41361 for stallion services to the above named mare. The normal breeding season shall be defined as from February 1st until July 1st of the year involved.

### Stud Fee

Mare Owner shall pay to JPH a Stud fee in the amount of **\$800.00** and agrees to pay this amount in the amounts set forth immediately below:  
**\$300.00** at Booking, to be included with signed contract and which shall be non-refundable.  
**\$500.00** when or prior to mare arriving at JPH or before 1<sup>st</sup> collection of shipped semen.

### Boarding of Mare

Mare shall remain at JPH to be pregnancy-checked, by a licensed Veterinarian, of JPH choosing, after having been bred. See JPH pregnancy check schedule at the end of this contract. Mare Owner shall be responsible for payment of boarding fees for either private pen in mare motel OR pasture care.

**Mare Motel - \$15 per day.** Includes feed and hay twice a day and regular turnout. Additional supplements or other types of feed/hay need to be supplied by mare owner if they are to be fed.  
Current feed \_\_\_\_\_ amount fed \_\_\_\_\_  
Current hay \_\_\_\_\_ amount fed \_\_\_\_\_  
Supplements and dosages \_\_\_\_\_

**Pasture Board, \$10 per day.** Includes feed twice a day, free choice hay and pasture grass. Other outside & JPH mares may be in same pasture.  
*Note: Supplements and other feed types cannot be fed to pasture kept mares.*

**Furthermore**, it is expressly understood and agreed that the boarding of said horse, as agreed to herein, is not a personal service contract and accordingly, any services provided for hereunder may be performed by JPH employees, officers, agents, and /or family members. The balance of the any unpaid boarding and associated fees and expenses shall be paid by the Mare Owner when the mare is picked up; provided, however, Right of Lien herein below shall at all times apply insofar as monies owed to JPH.

**Health**, upon arrival, all mares should be accompanied by following:

- a. Current vaccination record.
- b. A negative Coggins test within the previous 12 months.
- c. A Veterinarian Certificate of Reproductive History.

Mares arriving at farm for breeding without these documents will receive a reproductive exam and immunizations at the Mare Owners expense, by a licensed Veterinarian of JPH choosing. All mares are placed on a regular de-worming program upon arrival; and any de-worming expenses shall be paid by the Mare Owner.

### Additional Requirements

Mare Owner agrees to allow JPH to have a qualified Veterinarian check the mare for normal breeding conditions, and to perform such other veterinary services that JPH may deem necessary for the proper treatment and protection of the mare and/or foal at side. JPH shall use the services of a licensed Veterinarian of its choice whose fees shall be paid by Mare Owner.

Mare Owner is responsible for payment of all invoices for Veterinarian fees for services provided to mare within 14 days after they become due and payable as invoiced, and shall be billed and paid prior to the mare being picked up; and, Right of Lien herein below shall remain applicable.

Mare Owner agrees to provide in writing any particular known health risks/circumstances which may be relevant to the care of its mare during the period of the performance of this contract.

JPH agrees to execute all necessary documents of the registration of the offspring of the breeding; provided, however, that said Breeder's Certificates will not be issued until all fees and expenses incurred hereunder have been paid in full by Mare Owner.

### Liability

Mare Owner agrees to assume all risk of injury, sickness, disease, theft or death to said mare and/or foal at her side, except where caused by negligence of JPH, its agents, officers, contractors or employees. This shall include, but is not limited to, any personal injury or disability that may occur to Mare Owner, its agents, employees, or guests, while on JPH premises. \_\_\_\_\_ (Mare Owner Initials)

### Indemnification

Mare Owner agrees to indemnify and hold JPH harmless for any loss or injury due to acts of said mare while on the premises of or under the control of JPH, except where caused by the negligence of JPH, its agents, officers, contractors or employees. \_\_\_\_\_ (Mare Owner Initials)

**Live Foal Guarantee**

In the event that a live foal, as defined below, does not result from this mating, JPH agrees to breed said mare again the following breeding season provided however, the stallion is able to service mares either for said mare or a substitute, approved by JPH.

For the purposes of this Agreement, a live foal shall be one that stands and nurses without assistance, as in generally recognized in standard veterinary practice; and, which shall be evidenced by a written statement from a licensed Veterinarian within one week from death.

In the event a live foal, as defined above, does not result, JPH will give a repeat breeding, as set forth herein below, if Stallion Owner is notified within fourteen days that the foal did not stand and nurse, or that no live foal will be produced from Mare Owners mare. Either statement must be under the signature of a licensed Veterinarian.

Provided further, Mare Owner agrees to furnish upon demand a licensed Veterinarian's Certificate of Rhinopneumonitis vaccinations at 3, 5, 7 and 9 months of pregnancy, regular, 8 week de-wormings, nutrition adequacy and that the mare was kept off of fescue pasture or hay within the 90 days prior to foaling.

**If Stallion Unable to Re-Service**

In the event the stallion is not able to re-service said mare. JPH may substitute another stallion at Mare Owners option, or monies paid by Mare Owner for the previous service, not including booking fee, boarding fees and veterinarian expenses, shall be refunded to Mare Owner.

**Death or Unfitness of Stallion, Mare**

If prior to the breeding of said mare or after the mare has been bred but not come in-foal, said stallion or mare dies or becomes unfit for service, as declared in writing by a licensed Veterinarian, in that event, this Agreement shall become null and void and all monies paid by Mare Owner, not including booking fee, boarding fees, other expenses, and veterinarian expenses, shall be refunded.

\_\_\_\_\_ (Initials of both Parties)

It being expressly understood by the parties that, in the event of any re-breeding of mare, Mare Owner shall be responsible for any and all expenses involved or incurred in the re-servicing of the Mare Owner's mare, including but not limited to, boarding fees and expenses, and veterinarian fees.

**Assignment, Transfer**

This Agreement shall not be assigned or transferred by either party hereto without the prior written consent of the other party.

**Failure to Deliver Mare on Rebreeding**

If the mare is to be re-bred as provided for herein, and the Mare Owner fails to deliver her for breeding the following year, then any and all fees paid shall not be refundable and this contract is hereby cancelled.

**Right of Lien**

JPH has and may assert and exercise a Right of Lien, as provided for in the laws of the State of Oklahoma, for any amount due for the board and keep of the mare, and also for any storage charges due hereunder, and Mare Owner further agrees JPH shall have the right, without process of law, to attach a lien to said mare after two months of nonpayment or partial payment and JPH can then sell mare to recover its loss.

**This Agreement constitutes the entire Agreement between the parties.** Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of this agreement unless reduced to writing and signed by all parties before a notary.

Dated: \_\_\_\_\_

JOHNSON PERFORMANCE HORSES, LLC \_\_\_\_\_ (Signature)

638 VALLEY RANCH ROAD, ARDMORE, OKLAHOMA 73401

Mare Owner \_\_\_\_\_ (Signature)

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Additional notes:**

JPH pregnancy schedule is as follows:

- 1) Days 14–18—check for pregnancy and twins; if open, mare will be rebred on days 19–20
- 2) Days 25–30—evaluate normal embryo development (heartbeat present at 24–25 days), recheck for twins. If open, mare will be rebred on following heat cycle. If normal, mare will be released back to owner or can remain at JPH for 60 day evaluation.
- 3) Days 40–60—evaluate normal fetal development. If mare if found open, option to rebreed that year or postpone to following year will be discussed with mare owner.

Fall check- Mare owner should confirm mare is still pregnant veterinarian.