



Stallion Service Contract

26620 Horsell Rd, Bend, Or 97701

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This contract made and entered into this day of _____, 2020, by and among TK Barrelhorses referred to as BREEDING FARM and _____ (owner of mare) herein referred to as Mare Owner or Lessee. All rights and responsibilities between the parties for the 2020 season are set forth in this contract.

Mare owner agrees to breed the mare named _____ Registration

_____, Breed _____ ("the Mare"), to the Stallion, **TK High on Biankus** Registration # _____ Breed AQHA ("Stallion"), during the 2020 breeding season (commencing February 1, and ending June 30).

1. Mare Owner shall pay a non-refundable booking fee of **\$500 (USD)** payable upon execution of this contract.
 - A. **FOR ON SITE BREEDING:** The balance of **\$500** for Stallion Fee shall be payable upon receipt of an invoice or before mare is picked up from the breeding facility. All other expenses including board shall be payable monthly AND paid in full when the mare is picked up from the breeding facility. The Breeding Farm requires a 48-hour advanced notice when the mare owner intends to remove the mare from the Breeding Farm.
 - B. **FOR COOLED SHIPPED SEMEN:** The balance of **\$1000** for the Stallion Fee shall be paid prior to ordering semen. All requests for shipped semen shall be filled as received, subject to availability of semen, and at the sole discretion of the Breeding Farm. It is hereby understood that mares located on the Breeding Farm will be serviced first.
2. Mare Owner warrants that the mare is healthy, in sound breeding condition, is halter broken and registered with the breed association shown above. Breeding Farm retains the right to require a negative uterine culture or equine cytology with sensitivity test for barren mares or any mare requiring more than (3) semen shipments in a breeding season. A current, legible copy of the mare's registration papers (both sides) must be attached to, and will become a part of, this Agreement.
3. The Breeding Farm requires the mare's vaccination and deworming records as well as current coggins test upon mare's arrival to the breeding farm. In the event the documentation is not provided the breeding farm shall have the attending veterinarian perform these test and procedures at the mare owner's expense.
4. All parties agree to diligently try to settle mare. Should mare not settle, mare owner will hold the Breeding Farm harmless from any resulting loss or damages. Breeding Farm shall not be liable for any injury, sickness, disease or death of Mare or her offspring arising from the exercise of the breeding rights and privileges granted herein.
5. Mare Owner agrees and understands that it is mare owner's financial responsibility to provide Mare with proper veterinary care and veterinary services. Mare owner understands that if Owners horse is or appears sick or injured, Breeding Farm will first try to contact Mare Owner. If Mare Owner is unavailable, or Mare has an emergency, Mare Owner gives Breeding Farm authority and permission to call the first available veterinarian or administer such care as Breeding Farm deems necessary.
6. Live Foal Guarantee (LFG). Stallion Owner provides limited guarantee that a single "Live Foal" will result from the breeding privilege granted herein. The term "Live Foal" means that a foal stands alone, nurses, and lives for twenty- four (24) hours. If a Live Foal does not result from the breeding Mare Owner will be entitled to rebreed mare to stallion in the following breeding season only. Thereafter the Mare Owner will be subject to a \$500.00 chute fee plus any increases in stud fee if applicable.
 - A. Mare Owner must notify Breeding Farm within 48 hours of foaling that the mare did not produce a live foal; and
 - B. Within fourteen (14) days after the mare owner's notice to the Breeding Farm, the mare owner certifies to the breeding Farm that the birth was properly attended. Provide proof of Rhino vaccinations administered within the intervals recommended by the drug manufacture.
7. Mare owner shall not sell or assign this breeding contract without prior written consent of the Breeding Farm. There shall be no substitution of mares without the express written consent of the Breeding Farm. Any attempt to assign or substitute without prior written consent of the Breeding Farm will terminate this Agreement and release the Breeding Farm from all obligations contained herein.
8. Embryo Transfer. If more than one embryo results from a breeding during embryo harvesting, Mare Owner must pay an additional Stallion Service fee within sixty days (60) days of confirmed pregnancy in order to receive a certificate for the additional foal(s).
9. It is further agreed that if the Mare dies before producing a live foal or becomes unfit to breed before being pronounced safe in foal; the Mare owner may breed a substitute mare for the current breeding season or the following season only. No stud fees will be refunded.
10. **WARRANTY. NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFER BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE THAWED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS IS GIVEN BY THIS AGREEMENT.**
11. In return for the use, today and on all future dates of the property, facilities, and services of the Manager, (herein collectively referred to as "Facilities") the Owner, his/her heirs, assigns, and legal representatives, hereby expressly agree to the following.
 - A. Owner agrees to indemnify and to hold harmless the Manager, its affiliates, and their respective officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of Owner, its officers, directors, agents and employees. The Manager, in its sole discretion, shall select counsel to defend any action pursuant to this indemnity. The Manager may elect to settle or compromise any claim or cause of action for which indemnification is sought from Owner without the permission of Owner. To the extent Owner fails to promptly provide indemnification after ten (10) days notice by Manager, Owner shall be responsible for Manager's attorney fees incurred in the enforcement of this Indemnification provision.

- B. Owner agrees to abide by all of Manager's rules and regulations of which Owner is apprised.
- C. Owner's horse brought to the Facilities shall be free from all infection, contagious or transmissible disease. Manager reserves the right to refuse to admit or to quarantine Owner's horse, if not in proper health or deemed to be unhealthy, dangerous or undesirable by Manager, in Manager's sole discretion.
- D. This Agreement may not be modified except by amendment reduced to writing and signed by both Manager and Owner. No waiver of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof.

Contact and Billing Information-not the shipping location

Billing Name and Farm Name: _____
Billing Address: _____
City, State/Province, Zip _____
Daytime Phone: _____ Evening Phone: _____
Fax Number: _____ E-mail address: _____

Semen Shipping Information

Name: _____
Address: _____
City, State, Zip: _____
Contact person: _____ Phone Number: _____

(Mare owner's (or authorized agent's) signature) Stallion owner (or authorized agent) signature

Please provide name, address and telephone number of your Mortality Insurance Company's Emergency Contact information. If the mare is not insured please indicate below.

Insurance Information

Company: _____ Agent: _____
Emergency Contact Number: _____
Policy Number: _____ Policy Period: _____

Fees:

Pasture Dry \$ 10.00 per day Pasture wet \$ 12.00 per day Stall Dry \$ 14.00 per day Stall Wet \$ 16.00 per day
Foaling Fee \$ 400.00(Shipped Semen \$300.00 UPS) (\$450.00 Counter to Counter) (Farm Pick Up \$100.00)