

OAKWOOD QUARTER HORSES
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Web Site: <http://www.OakwoodQH.com>
STALLION SERVICE CONTRACT

Does not guarantee breeding until signed by both parties and returned with booking fee.

This Stallion Service Contract is made and entered into by Terry Ready and Oakwood Quarter Horses for the Stallion WHO NEEDS COLOR and hereinafter referred to as "BREEDER" and MARE OWNER/S _____ for the purpose of breeding one mare to WHO NEEDS COLOR for the 20__ BREEDING SEASON for the stud fee of \$1,000.00.

Mare _____ Reg. # _____ Age _____ Maiden _____ Wet _____ Dry _____

Last Breeding Date _____ Foaling Date _____ Last Deworming Date _____

Date of Arrival _____

This service is subject to the following term and conditions:

- 1) A booking fee of \$250.00 of the above fee is payable with this contract and is non-refundable. The balance of \$750.00 plus all unpaid expenses will be payable upon receipt of an invoice or when the mare leaves the farm, whichever is first. The Breeder requires 48 hours advance notice when the Mare Owner wishes to remove his mare(s) from the farm. This will allow sufficient time to prepare the final statement. The Mare will not be released to the Mare Owner, representative or agent of mare Owner until all expenses are paid in full.
- 2) Mares that are not halter broken will not be accepted.
- 3) Mare Owner agrees to have mare in a healthy and sound breeding condition, free from infection, contagious or transmissible disease and to provide a photostatic copy of registration papers (both sides), a veterinarian's health certificate, deworming, immunization records, and a current negative Coggins test upon delivery of mare to the breeding farm. If a current negative Coggins is not presented upon Mare's arrival, a veterinarian will be called and the blood will be drawn and the test conducted at the Mare Owner's expense and remain on a deworming regime every 60 days.
- 4) Breeder will care for the mare and/or foal with all reasonable care. Mare Owner gives Breeder permission to have mare treated by the licensed, attending Veterinarian and have normal veterinary services performed for anything which might insure Mare's and/or Foal's well-being as well as any pregnancy examinations or necessary shots, including Regumate, uterine culture or uterine biopsy, if deemed necessary by the attending veterinarian at the Mare Owner's expense. Mare Owner also acknowledges that the Mare may be inseminated by skilled technicians other than the veterinarian.
- 5) Any special veterinary services or special feeding programs other than the usual feeding program of oats/sweet feed and grass hay shall be specified in writing by the Mare Owner and be at Mare Owner's expense or supplied by Mare Owner.
- 6) Any mare certified by the attending veterinarian, in his opinion to not be in sound breeding condition, shall not be bred. A Mare Owner may substitute another mare within that breeding season, subject to the same conditions.
- 7) The Breeder agrees to diligently try to settle the above named Mare and shall have sole discretion of determining the best method of breeding the Mare. However, if the Mare does not settle, the Breeder shall be held harmless. There will be no guarantee of a live foal for any mare leaving Oakwood Quarter Horses before being checked safe in foal by the attending veterinarian. Mares are checked around 18 days for pregnancy and at 30 days they are considered safe in foal. If the Mare leaves before being pronounced safe in foal by the attending veterinarian, and is not in foal upon being checked by another veterinarian's examination after leaving Oakwood Quarter Horses, the Mare may return for rebreeding only once in the year of this contract and there will be no live foal guarantee. Any exception to this will be stated in writing and signed by the Owner's and Manager/s.
- 8) The Stallion Owner guarantees a live foal for the breeding contract herein. Live Foal is defined as a foal that stands and nurses without assistance. Should the mare prove to not be in foal in the year bred, or should the foal not stand and nurse without assistance, mare Owner shall notify Stallion Owner in writing within one week of

foaling date (or the date Mare proves to not be in foal or loses her foal). Such notice shall be accompanied by a written statement from a licensed veterinarian verifying that the foal is not "live" as defined above or has been lost as defined above. Under the foregoing circumstances and upon receipt of the specified notice and the original Stallion Breeding Contract, it is agreed that the Stallion Owner shall give to the Mare Owner a return breeding the next year only and to the same Mare originally booked, subject to the same conditions of this contract. If Mare Owner fails to deliver the Mare for rebreeding the following year, then any and all fees shall not be refundable; the right to rebreed is canceled and the Stallion Owners are released from any further obligation whatever.

9) Waiver of liability. It is understood that the breeding farm, its owners, employees, veterinarians and guests shall not be liable for any injury, escape, disability, or death of Mare Owner/s Mare or Foal. The above named Mare Owner, whose horse(s) are under the care of Oakwood Quarter Horses will not be liable or responsible for any damage, injury or death to the breeding farm stallions, employees, veterinarians and guests, or other animals in the care of Oakwood Quarter Horses, whether or not caused by his horse/s.

10) The breeding season in force for this contract shall begin January 15 and close July 1st of the year covered by this contract.

11) It is further agreed that should the above named mare die during the breeding season, then the Mare Owner may substitute another mare to the above named Stallion as agreed to by both the Mare Owner and Breeder.

12) In the event the Stallion should die or become unfit for service before the mare is settled, the balance of the Stallion fee, if already paid, shall be refunded. All other incurred board and expenses shall be due and not refundable.

13) A Breeder's Certificate will be issued only after Mare Owner has notified Stallion Agent by phone or by writing that the Mare has produced a live foal and all bills on the mare have been paid. If the Mare Owner transfers ownership of the Mare before foaling, the Breeder's Certificate will be issued to the new Owner upon such transfer, when all conditions of this contract have been met to date.

14) 18% interest will be charged on all accounts in excess of 30 days.

15) Oakwood Quarter Horses shall have a possessory lien on Mare and/or Foal for all unpaid bills. Mare Owners shall be responsible for reasonable attorney's fees and court costs if necessary to collect fees due hereunder.

16) This contract is not transferable or assignable.

17) Owner recorded on Mare's registration certificate will be recorded on the stallion breeding report.

18) When the above named Mare Owner signs and returns the booking fee and both copies of this contract for the Breeder to sign, it will then be a binding contract on both parties, subject to the above terms and conditions. The laws of the State of South Carolina shall govern this agreement.

Board per day:

Field Mares: \$12.00 dry/ \$14.00 wet

Stall Mares: \$14.00 dry/ \$16.00 wet

I accept the above agreement:

Foaling \$300.00

Mare Owner or Authorized Agent Date

Insurance Co./ Policy No.

Address

Emergency Phone #:

Phone

STALLION OWNER OR AGENT DATE

OWNERS AQHA ID NUMBER