

Stallion Service Contract **“Cinnabars Lil Lena”**

THIS AGREEMENT entered into this _____ day of _____, _____ (yr) by and between Justin and Leslie Hill, hereinafter referred to as Stallion Owner, and _____, hereinafter referred to as Mare Owner.

1. Whereas Justin and Leslie Hill are the owners of the stallion “Cinnabars Lil Lena” and the Mare Owner is the owner or lessee of the mare _____, registration number _____,
2. Whereas the named stallion will stand at stud during the 2011 breeding season at Premier Breeding Services hereinafter referred to as Breeding Facility, and the parties desire to contract for the servicing of the named mare by the named stallion during said season,

The Mare Owner agrees as follows:

1. To pay a breeding fee in the amount of \$_____.00 payable as follows:
 - a. Booking fee of \$250.00 payable upon signing of this agreement, hereby receipted for and is non-refundable.
 - b. The balance of the breeding fee, \$_____.00, payable within 30 days of the signing of this agreement, or before the mare is bred, whichever occurs first.
2. That the mare is healthy and in sound breeding condition and the Mare Owner shall furnish a veterinary certificate to such effect if requested.
3. To allow the Breeding Facility to have a qualified veterinarian and/or equine reproductive physiologist/technician check the mare for normal breeding conditions and to perform such other services that the Breeding Facility deems necessary for the proper treatment and protection of the mare and/or foal at side.
4. To pay all veterinary, technical and board expenses incurred in the care and breeding of the mare and/or foal.
5. The mare will not be released by the Breeding Facility until such time as all amounts due have been paid in full.
6. In the event transported semen is used in the breeding of above-stated mare, the mare owner agrees as follows:
 - a. To pay all costs associated with the collection, processing, packaging and transport of semen to the Mare Owner/agent.
 - b. To pay a deposit in the amount of \$_____.00 to the Stallion owner, to be applied toward costs associated with the provision of transported semen to the Mare Owner/agent.

The Stallion Owner agrees as follows:

1. To reserve for the Mare Owner one booking to the stallion Cinnabars Lil Lena for the 2005 breeding season.
2. To guarantee to the Mare Owner a return breeding to the named stallion for the following breeding season for the named mare upon receipt of written statement from a licensed, qualified veterinarian that a live foal did not result from this breeding. A live foal is defined as one that stands and nurses without assistance. It is understood that if the mare proves barren, aborts her foal or if the foal is stillborn, a return breeding will be guaranteed the following year only, providing proper notification is given and a new booking fee in the amount of _____.00 is paid to the Stallion Owner. Proper notification shall be defined as follows: Written certification by a licensed, qualified veterinarian within 7 (seven) days that a mare has aborted or has not produced a live foal as defined above.

It is further agreed by both parties as follows:

1. The stallion owner and the breeding facility are not liable for any sickness, disease, injury or death which may be suffered by the mare and/or foal at side.
2. This agreement shall not be assigned or transferred by either party without the express consent of the other party.

3. The following conditions and concessions are involved in arriving at the above listed breeding fee:

Mare Owners Warranties and Disclaimers. Mare Owner Warrants to Stallion Owner:

1. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate registry/registries and pay all associated fees or expenses. A Breeder's Certificate shall not be issued to the Mare owner unless and until all fees due the Stallion Owner and the Breeding Facility are paid in full.

2. Mare Owner will pay Stallion Owner's costs and expenses, including reasonable attorney's fees, if Mare Owner has breached any material term of this agreement.

Substitute Mare/Stallion Owner's Refund Policy: In the event of death or incapacity of the mare, the mare owner shall be allowed to breed a substitute mare to the stallion, provided that the Stallion Owner has given advance approval in writing of the proposed substitute mare. No refunds shall be permitted.

Stallion Service Certificate: Stallion Owner reserves the right to withhold issuance of a Stallion Service or Breeder's Certificate applicable to the breeding hereunder until Mare Owner is current on all payment obligations to Stallion Owner and the Breeding Facility.

Entire Agreement: This agreement contains the entire agreement between the parties with respect to its subject matter. All prior promises or understandings, either oral or written, between Mare Owner and Stallion Owner shall be void unless contained in this agreement. Modifications to this agreement will only be valid if in writing and signed by both Mare Owner and Stallion Owner.

Assignment: This agreement is not assignable by Mare Owner without the written permission of Stallion Owner.

Mare Owner:

By: _____

Print Name: _____

Date: _____

Address: _____

Telephone: _____

Stallion Owner:

By: _____

Print Name: Justin and Leslie Hill

Date: _____

Address: 18730 Saddle Blanket Lane

Peyton, CO 80831

Telephone: 719-634-4431 Days

719-749-2585 Eves