

Quay's Quarter Horses  
David & Teresa Quay  
5185 Woodville Pike  
Urbana, OH 43078  
937-441-1506

**STALLION SERVICE CONTRACT**

WITNESS THIS AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between \_\_\_\_\_, hereinafter referred to as "Farm," and \_\_\_\_\_, hereinafter referred to as "Mare Owner."

WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name of \_\_\_\_\_, with the \_\_\_\_\_ Registry, Registration No. \_\_\_\_\_, foaled \_\_\_\_\_, and

WHEREAS, Mare Owner wishes to breed said mare as above-described to the stallion, *Chance Bar Tease*.

IT IS NOW THEREFORE AGREED between the parties as follows:

Booking and Stallion Fees

(A) Mare Owner agrees to pay a non-refundable booking fee of **\$200.00** (due at signing of contract) to reserve a breeding for the year 2008, which shall be credited against the Stallion Service Fee.

(B) For consideration of **\$500.00**, excluding mare care, Farm hereby agrees to breed the stallion, *Chance Bar Tease*, as above-described to the mare belonging to Mare Owner as above-described.

(C) A Chute fee of **\$400.00**, (Stallion Collection). *A Chute Fee will be charged each and every time the Stallion is collected. Which means if your mare does not conceive the first time you are required to pay a Chute Fee every time we deliver a Collection.* *Date/Initial* \_\_\_\_\_

(D) The full amount of the *stud fee* as set forth above and the *chute fee* shall become due and payable prior to delivery of the *stallion collection*.

(E) Shipping of *Stallion Collection* can be arranged at owner's expense. This fee will vary depending on the shipping method and destination. This expense will be handled and agreed to on an individual basis.

(F) The full amount of the stud fee as set forth above and the accrued board, veterinary expenses, mare care, farrier expenses, and other related charges shall become due and payable prior to delivery of the mare to Mare Owner. Farm shall have a lien against the mare, any foal at side and the produce of the mating which is the subject

of this Agreement until such time as any and all charges are paid in full; said lien shall survive any transfer of possession. Mare Owner agrees to pay all charges when due and should Mare Owner fail to do so, Farm shall be entitled to recover any costs, expenses and attorney's fees expended in collection. In the event collection of Owner's account is placed in the hands of an attorney, Owner agrees a minimum fee of \$250.00 shall be assessed as attorney's fees.

### Collection Schedule

Mare owner is required to give the Farm at least 3 (three) days notice to make stallion collection. If the farm does not get the 3 (three) day notice, farm will not be held responsible for not providing the stallion collection in time to AI the above-mentioned mare. Collection will then have to be made on the mare's next cycle.

### General Conditions

This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal, which stands and nurses without assistance. **If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege for the following breeding season only** if the notification procedures as set forth below are followed.

None of the above-described fees shall be refundable except as described below. However, Farm guarantees a return breeding for the following breeding season for said mare or an approved substitute should a "live foal" as above-described not result from this mating. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one week from the date of death of the fetus, or in the alternative, a sworn statement from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown.

In the event of the death of the above-named stallion, this contract shall become null and void. No money shall be refunded to mare owner except the booking fee if the mare has not been bred. In the event of the stallion's death prior to the delivery of a live foal, the live foal guarantee, as above-described shall become null and void. Should the mare die subsequent to payment of the booking fee but prior to breeding, only the booking fee will be refunded to Mare Owner. No other fees or charges are refundable except as described in this paragraph.

It is understood that the breeding season for Farm commences on January 1 of the calendar year and terminates May 31 of the same calendar year. Mares who do not come into season or are not settled within said breeding season as above-described shall be carried over to the following year, or may be rebred during the following heat(s) if it is practical for Farm to do so. In the event mare owner elects to rebreed during the following breeding season, Mare Owner agrees to pay any increase in the stallion service fee or mare care fee.

In the event Mare Owner does not leave the mare at the breeding facility for thirty-five days following last breeding for purposes of a pregnancy test, mare owner assumes all responsibility for pregnancy testing. Mare owner agrees to have said mare pregnancy checked within forty-five days from the date of last breeding and provide said information to Farm within five days from the date of said pregnancy check. Failure to provide said information waives the

live foal guarantee although Mare Owner shall have a guaranteed right to rebreed the following breeding season at the rate set for said breeding season.

Sale of the mare by Mare Owner to another party or parties will terminate the live foal guarantee as set forth above and described in this contract unless same is acknowledged and accepted in writing by Farm.

**Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

### **Warning**

**Under Ohio law, an equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person is not liable in damages in a tort or other civil action for harm that an equine activity participant allegedly sustains during an equine activity and that results from an inherent risk of an equine activity, pursuant to Ohio Revised Code Annotated § 2305.321 (2001).**

This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of STATE, and shall be enforced and interpreted in accordance with the laws of said State.

In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Each party should separately initial additional agreements. If none, check here | |.

FARM NAME \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
MARE OWNER