

STALLION SERVICE CONTRACT

STALLION: DUNIT RAWHIDE
OWNER: EXPRESS RANCHES
MANAGER: KRSHKA QUARTER HORSES
1101 N. 11TH STREET
YUKON, OK 73099
PHONE: (405) 354-0214
FAX: (405) 354-0284
Cell: (405) 255-1261
EMAIL: JKRSKHA@SBCGLOBAL.NET

MARE: _____ # _____
OWNER: _____
ADDRESS: _____
PHONE: _____
FAX: _____
CELL: _____

2008 FEE: \$1500.00

Stallion Manager and Mare Owner agree this _____ day of _____, 2008 to breed the mare named above to Dunit Rawhide for the 2008 season, upon the following terms and conditions.

- 1. The fee includes a non-refundable booking fee of \$250.00, which is payable at the time this contract is signed. The balance of the fee along with all the other expenses must be paid upon billing when the mare is pronounced safe in foal, or when the mare is picked up from the Stallion Manager, exposed to Stallion. Mare care and all other charges and expenses will be billed and must be paid monthly.
2. Stallion Manager agrees to provide suitable facilities for the care and feed of the mare and/or foal while in its custody. Mare Owner agrees to pay for care and feed a the rate of \$14 per day for pasture board and \$16 per day for stall board.
3. Stallion Manager will exercise reasonable judgment in care and supervision of mare and/or foal. Stallion Manager's veterinarian will examine mare for normal breeding conditions and will administer mare care as deemed necessary for the health and safety of mare and/or foal. All veterinarian expenses will be paid by Mare Owner, directly to the veterinarian, within ten (10) days of billing.
4. The mare shall be in a healthy and sound breeding condition and shall be free from infections, contagious, or transmissible disease. A current negative Coggins Test, copy of registration papers, veterinarians health certificate, plus an immunization record must accompany the mare at the time of delivery to Stallion Manager. If they do not, Stallion Manager's veterinarian will examine and/or test the mare at Mare Owner's expense. Stallion Manager reserves the right to refuse a mare not in proper condition.
5. Stallion Manager agrees to use its reasonable best efforts to settle owner's mare. Mare Owner agrees to give Stallion Manager ample opportunity to settle the mare which shall include the opportunity to breed the mare through at least two (2) cycles. Mare must stay a minimum of 35 days in foal or there will be no "Live Foal Guarantee". No breeding shall be attempted after June 30.
6. This contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal which stands and nurses without assistance. If a foal is born dead, there are return privileges only if Stallion Manager is notified within ten (10) days and receives a statement confirming death. If a mare leaves Stallion Manager's premises prior to pregnancy check, the "Live Foal Guarantee" is void.
7. If the mare miscarries, proves barren after being pregnancy checked in foal, or fails to conceive during the normal breeding season, Stallion Manager agrees to breed said mare again during the immediately following year's breeding season. There will be a charge of \$100.00 for re-breed service expenses. A substitute mare may be sent if the original mare is deemed unfit for breeding provided that such substitute mare is approved by the Stallion Manager. Mare Owner agrees to maintain mare in good condition during the term of the pregnancy.
8. In the event stallion should die or become unfit for breeding purposes, or if the mare should die or become unfit to breed, contract shall terminate and any money paid on the stallion fee (except the non-refundable booking fee) shall be refunded to Mare Owner.
9. It is understood and agreed that the Stallion Owner and KRSHKA QUARTER HORSES will not be responsible for any disease, accident, sickness or death of the mare or her foal, and that the Stallion Owner and/or KRSHKA QUARTER HORSES will exercise their best judgment in supervising and caring for them. Mare Owner likewise will not be responsible for any disease, accident, sickness or death to KRSHKA QUARTER HORSES or Stallion Owner horses. Insurance for the mare and her offspring is the sole responsibility of the Mare Owner.
10. This contract is neither transferable nor assignable. In the event the mare is sold or otherwise disposed of prior to the birth of foal, the "Live Foal Guarantee" will be void.
11. This contract is entered in the State of Oklahoma and will be interpreted and enforced under the laws of that State.
12. Mare Owner hereby grants Stallion Manager a lien upon the mare and any foal for unpaid stallion fees, mare care charges or other charges.

When signed by the parties, this document will become a legally enforceable contract binding upon both parties.

STALLION MANAGER – KRSHKA QUARTER HORSES

BY: _____

MARE OWNER

BY: _____



