

JOHN SIMON

STALLION SERVICE CONTRACT

This certifies _____ herein referred to as the Mare Owner, has engaged one breeding to _____ for the _____ breeding season. \$ **1,750** for the following mare: Mare Name _____ Breed: _____ Reg. No. _____

Year Foaled: _____

Sire: _____ Dam: _____

Humphrey Quarter Horses, Inc., agent for the above-named stallion, will herein be referred to as Manager. This service is engaged subject to the following:

1. **Breeding to Stallion:** Mare Owner agrees to breed Mare to **JOHN SIMON**, APHA registration number 926196 ("Stallion") during the 2020 breeding season on the terms and conditions set forth in this Agreement. Mare Owner agrees to deliver to Manager a photocopy of both sides of the Mare's registration papers on or before the Effective Date. The breeding season for Stallion shall be from February 2, 2020 to June 1, 2020.
2. **Term:** This Agreement shall commence on the Effective Date.
3. **Fees:** In exchange for breeding Mare to Stallion, Mare Owner shall pay the fees set forth below (by check, money order, or credit card):
 - a. **Chute Fee:** Mare Owner shall pay \$500.00 as the non-refundable chute fee to Manager on or before the Effective Date of this Agreement.
 - b. **Stallion Fee:** Mare Owner shall pay the remaining balance of \$ _____ as the stallion fee for breeding Mare to Stallion. If Mare is bred to Stallion at Manager's ranch (the "Ranch"), the stallion fee shall be tendered to Manager prior to Mare's departure from the Ranch; if Mare Owner is to receive transported semen, the stallion fee shall be tendered to the Manager prior to the first shipment.
4. **Additional Fee Schedule:** Mare Owner further agrees to pay the fees set forth in Schedule A. Manager will bill Mare Owner each month for fees and expenses incurred in breeding or caring for Mare. Mare Owner agrees to pay each invoice within 30 days of receipt thereof.
 - a. **Cooled, Transported Semen Fees:** If Mare Owner is to receive transported semen, the following additional fee schedule shall apply:
 - **Federal Express Shipment Fee:** \$300.00
 - **Airline Shipment Fee:** \$400.00
 - **Ranch Pick Up Fee:** \$100.00
 - b. The chute fee will cover **two** stallion collections, semen evaluation and processing. If the Mare Owner requires the Stallion to be collected more than two collections a fee of **\$150.00** will be assessed for each additional collection.
5. **Cooled, Transported Semen:** The following provisions shall apply if Mare Owner is to receive transported semen from Manager:
 - a. **Reservations:** Mares bred to Stallion at the Ranch have breeding priority over transported semen on any given breeding day. Manager makes no guarantee that semen will be available on any given day. Mare Owner is responsible for contacting Manager to determine Stallion's days of collection. Mare Owner is further responsible for requesting shipment of the semen before 5:00 p.m. CST on the business day preceding Stallion's requested collection day. Mare Owner shall provide Manager with the address for shipment at the time of reservation. Manager must receive notice of cancellation of a shipment request by 8:00 A.M. CST on the requested day of shipment. If Mare Owner fails to cancel a requested shipment by that time, Manager may, in its sole discretion, charge Mare Owner a **\$100.00** cancellation fee.
 - b. **Embryo Transfers:** If more than 1 embryo is produced from Mare's breeding to Stallion and multiple embryos are transferred, Mare Owner shall notify Manager of same within 48 hours of the transfer of embryos. If embryo transfers result in multiple pregnancies, Mare Owner shall pay the sum of the above Stallion fee to Manager for each additional pregnancy prior to issuance of any breeder's certificates.
 - c. **Breeding:** Mare Owner is responsible for breeding Mare by artificial insemination and agrees to comply with all applicable rules and regulations concerning the use and handling of semen and agrees that a licensed veterinarian will perform the insemination of Mare. *Manager makes no warranty or guarantee, express or implied, with respect to the semen, including but not limited to the warranty of fitness for a particular purpose. Manager makes no guarantee of delivery within a certain time period and makes no guarantee that the semen will safely reach the insemination point without losing integrity, quality, or characteristics.*
6. **Limited Live Foal Guarantee:** Manager hereby provides Mare Owner with a limited guarantee that a single live foal will result from the breeding of Mare to Stallion. "Live Foal" is defined as a newborn foal that stands alone and nurses within 24 hours of birth. If a Live Foal does not result from the breeding, Mare Owner will be entitled to rebreed Mare to Stallion in the immediately subsequent breeding season upon compliance with the terms and conditions set forth herein. The Guarantee is void unless (a) Mare is pregnancy-checked and found to be in foal prior to foaling; and (b) Mare Owner notifies Manager within 7 days of foaling that Mare did not produce a live foal and provides a statement from a licensed veterinarian to that effect. Unless otherwise agreed in writing, this Guarantee shall also be void if Mare Owner sells Mare to a third-party prior to foaling. If the Mare miscarries, proves barren after being pregnancy-checked in foal, or fails to conceive during the normal breeding season, Mare Owner may rebreed Mare to Stallion in the immediately subsequent breeding season, so long as Mare Owner provides Manager with a statement from a licensed veterinarian to that effect. Any re-breeding of Mare to Stallion will be subject to payment of a **\$500.00 chute fee and respective shipping fees (\$300.00 Fedex or \$400.00 Airline)**. *If Mare Owner fails to exercise the right to rebreed Mare in the immediately subsequent breeding season. Mare Owner's right to rebreed will be cancelled.*



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7. **Color Guarantee:** If the resulting foal from the breeding of the above-named mare is born without the qualified markings or color genes/traits to be registered "Regular Registry" with the American Paint Horse Association, the mare is entitled for a rebreed at a discounted stallion fee of **\$850.00** plus the cost of shipping the following breeding season. If the above mare is rebred under the Color Guarantee rebreed fee prior to the solid foal being tested for Color Genetic Registration under APHA Rule RG070 and said foal advances to regular registry under Rule RG070 after the mare has been bred back, Mare Owner is responsible to pay Manager the remaining full price breeding fee.
8. **Mare Substitutions:** If the Mare dies or becomes unfit to breed after the execution of this Agreement, Mare Owner may transfer the breeding to a substitute mare owned by Mare Owner.
9. **Representations and Warranties:** Mare Owner makes the following representations and warranties to Manager, and warrants that same are true as of the Effective Date:
 - a. **Ownership:** Mare Owner represents that he/she/it owns the Mare or has the right to possession of the mare.
 - b. **Vaccinations:** Mare Owner warrants that the Mare is free of all communicable diseases upon arrival at the Ranch. On or prior to arrival, Mare Owner shall provide a record of the Mare's current vaccinations and a negative Coggins test performed within 6 months prior to arrival. If mare arrives without any of the required records, the Manager may decline acceptance of Mare or provide the vaccinations and tests to Mare at Mare Owner's expense.
10. **Death of Stallion:** Should Stallion die or become unfit for breeding for any reason, this Agreement shall be terminated, void and of no legal effect, and the Parties shall be relieved of any further obligation hereunder. Upon termination of this Agreement, except for those fees indicated as being non-refundable, all fees tendered by Mare Owner shall be refunded.
11. **Five Panel Testing:** John Simon's genetic testing is N/HRD and 4 Panel N/N (GBED, PSSM, MH, HYPP). If the resulting foal tests double positive for Herda the mare owner is entitled to a re-breed.
12. **Breeders Certificate:** A breeder's certificate will be issued to Mare Owner only after all expenses have been paid in full and upon notification of birth of foal.
13. **Waiver of Liability:** It is understood that the breeding farm, its owners, employees, and guests shall not be liable for any injury, escape, disability, or death of any horse on its premises. The above named Mare Owner, whose horse(s) is (are) under the care of Manager, will not be liable or responsible for any damage, injury or death to the breeding farm stallions, employees, veterinarians, or other animals in the care of Manager, whether or not caused by his/her horse. **WARNING** – Under Texas law (Chapter 87, Civil Practice and Remedies Code) An equine professional is not liable for any injury or the death of a participant in equine activities resulting from the inherent risks of equine activities.
14. This contract shall be governed by the laws of the State of Texas and venue in Cooke County, Texas. All accounts are due and payable in Cooke County, Texas, in U.S. dollars.
15. This contract is not valid unless completed in full. When Mare Owner signs and returns the contract and booking fee to Manager, Manager will notify Mare Owner within 10 days of approval. Upon notification, it will become a binding contract on both parties, subject to the above terms and conditions.

OWNER INFORMATION

Date: _____
Owner/Agent: _____
Address: _____
City/ST/Zip: _____
Home Phone: _____
Work Phone: _____
Fax/Cell: _____

Mare Owner/Signature: _____
Humphrey Quarter Horses, Inc.:
Signature: _____
Email: _____
Credit Card Number: _____
Expiration: _____



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