

# Starlights Bay Jose

## STALLION SERVICE CONTRACT

This certifies \_\_\_\_\_ herein referred to as the Mare Owner, has engaged one breeding to \_\_\_\_\_ for the \_\_\_\_\_ breeding season \$ \_\_\_\_\_ 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 Breeder. This service is engaged subject to the following:

1. A booking fee of \$500.00 from the above breeding fee is payable with this contract, and (If shipping semen the balance and service charge for the shipment are due before any semen will be shipped) the balance of \$ \_\_\_\_\_ plus all unpaid expenses will be payable upon receipt of an invoice or when mare leaves the farm, whichever is first. Once a mare has been examined by Breeder, the booking fee is considered earned and is **not refundable**. The Breeder requires 48 hours advance notice when the Mare Owner wishes to remove his/her mare(s) from the farm. The mare (and foal, if applicable) shall be released only upon payment in full of all outstanding invoices, including those from the attending veterinarian.
2. A **photocopy of the registration papers** (both sides) shall be sent to the Breeder with this contract. A veterinarian's health certificate, worming and immunization records, and a current Coggins test (within 6 months) shall accompany the mare. If these are not presented upon mare's arrival, the Breeder shall have the attending veterinarian make proper tests and evaluations at the Mare Owner's expense. Mare (and foal, if applicable) will be periodically vaccinated and wormed as deemed necessary by the attending veterinarian at Mare Owner's expense.
3. Shipping days will be: Monday, Wednesday, & Friday **beginning February 1st and ending July 1st of the year** on this contract. We highly recommend sending your mare to a vet clinic or breeding farm for her heat cycle. They will coordinate optimum shipping time with us.
4. The Breeder **must be notified prior to 8:00 a.m. Central Time on the date semen is to be shipped**. Semen will be shipped on collection days only on 1st come 1st serve basis.
5. Shipped semen service charges will be as follows: (1) U.S. lower 48 states - shipped Federal Express Priority Overnight at **\$300.00** per shipment or by airplane at **\$400.00** per shipment. (2) Canadian shipments - Federal Express at **\$650.00** per shipment (includes USDA inspection fee). These charges **must be paid** prior to each shipment. Mare Owner is responsible for returning container immediately to the Breeder at Mare owner's expense. (Disposable containers do not have to be returned.)
6. Mare Owner agrees each mare offered for breeding shall be in sound breeding condition and free from any infection or disease. Any mare certified by the attending veterinarian not to be in sound breeding condition shall not be bred. Mare Owner may substitute another mare within the same breeding season with a \$150.00 fee.
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 such mare. If, however, the mare does not settle, the Breeder shall be held harmless. There will be no guarantee of a live foal for any mare leaving breeder before being checked safe in foal by the attending veterinarian.
8. **Live Foal Guarantee:** Live foal means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts her foal, or if foal is stillborn, a return breeding will be guaranteed the following year only at Breeder's facility, providing proper notification is given. Proper notification is a written certification by a licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal. Mare Owner verifies that such abortion or death did not result from any act or omission of the Owner. Rhino vaccinations must be administered as indicated by the individual drug manufacturer as the mare progresses through her pregnancy.
9. **Rebreeds:** If the mare does not produce a live foal the first breeding season bred, mare owner is entitled to a rebreed the following year after the initial year the breeding fee was paid. Thereafter, mare owner will be subject to an additional chute fee, plus any increases in the breeding fee. No live foal guarantees on the third year. If the resulting foal tests positive for Herda, the mare owner is entitled to a rebreed.
10. The breeding season in force for this contract shall begin **February 1st** and close **July 1st** of the year dated on this contract.
11. 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.
12. There is **no** Paint Color Guarantee.
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 Breeder, 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 Breeder, 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 Breeder, Breeder 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: \_\_\_\_\_

Expires: \_\_\_\_\_



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