

STALLION SERVICE CONTRACT



SCOTT McCUTCHEON
REINING HORSES

Scott and Kathy McCutcheon
229 Bones Chapel Road • Whitesboro, Texas 76273
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STALLION: _____ # _____
MARE: _____ # _____
MARE'S SIRE: _____ # _____
MARE'S DAM: _____ # _____
OWNER/ADDRESS _____

FEE: _____

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

1. The fee includes a non-refundable booking fee of \$ _____ which is payable at the time this contract is signed. The balance of the fee along with all other expenses must be paid upon billing when the mare is pronounced safe in foal, or when the mare is picked up from Stallion, exposed to Stallion. Mare care and all other charges and expenses will be billed and must be paid monthly.
2. Stallion 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 the care and feed at the rate of \$ _____ per day for pasture board for the mare and/or foal, and \$ _____ per day for stall board for the mare and/or foal.
3. Stallion will exercise reasonable judgement in care and supervision of the mare and/or foal. Stallion's veterinarian will examine mare for normal breeding conditions and will administer mare care as deemed necessary for the health and safety of the mare and/or foal. Mare Owner will pay all veterinarian and farrier expenses directly to the veterinarian, within ten (10) days of his billing.
4. The mare shall be in a healthy and sound breeding condition and shall be free of infections, contagious, or transmissible disease. A current negative Coggins Test, copy of registration papers, veterinarian's health certificate, plus a health, worming, and Immunization record must accompany the mare at the time of delivery to Stallion. If they do not, Stallion's veterinarian will examine and/or test the mare at Mare Owner's expense, Stallion reserves the right to refuse a mare not in proper condition.
5. Mare Owner agrees to pay \$ _____ to have the mare/foal on the premises of Stallion. All veterinarian expenses incurred in connection with the foaling shall be paid by Mare Owner.
6. Stallion agrees to use its reasonable best efforts to settle owner's mare. Mare Owner agrees to give Stallion ample opportunity to settle the mare, which shall include the opportunity to breed the mare through at least two (2) heat-periods. Mare must stay a minimum of 35 days in foal or there will be no "Live Foal Guarantee." No breeding shall be attempted after July 31.
7. 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 is notified within seven (7) days and receives a statement confirming death. If a mare leaves Stallion's premises prior to pregnancy check, the "Live Foal Guarantee" is void.
8. If the mare miscarries, proves barren after being pregnancy checked in foal, or fails to conceive during the normal breeding season, Stallion agrees to breed said mare again during the immediately following year's breeding season. There will be a charge of \$ _____ for "re-breed" service expenses. A substitute mare may be sent if the original mare is deemed unfit for breeding, provided the such substitute mare is approved by Stallion. Mare Owner agrees to maintain mare in good condition during the term of the pregnancy.
9. A "Breeder's Certificate" will be issued for the foal conceived as a result of the stallion's services. The "Breeder's Certificate" will be issued only after all stallion fees and other expenses have been paid in full and when the Stallion Manager has been notified of the birth of a live foal.
10. In the event stallion should die or become unfit for breeding purposes, or if the mare should die or become unfit to breed, this contract shall terminate and any money paid on the stallion fee (except the non-refundable booking fee) shall be refunded to Mare Owner.
11. Mare Owner agrees to assume all risk for death, sickness, or injury to the mare, except such harm as may be caused by the grossly negligent or reckless conduct of Stallion, its agents or employees.
12. This contract is neither transferable nor assignable. In the event the mare is sold or otherwise disposed of prior to the birth of the foal, the "Live Foal Guarantee" will be void.
13. This contract is entered in the State of Texas and will be interpreted and enforced under the laws of the state.
14. Mare Owner hereby grants Stallion a lien upon the mare and any foal for any unpaid stallion fees, mare care charges or other charges.
15. When signed by the parties, this document will become a legally enforceable contract binding upon both parties.

Mare Owner agrees to pay all veterinarian fees involved in the collection of semen and any additional costs incurred in the actual transportation of semen (courier: UPS, Fed-Ex, or air fare). A deposit of \$ _____ will be made in advance of shipping.

By: _____
Scott McCutcheon Reining Horses

By: _____
MARE OWNER