



STALLION SERVICE CONTRACT

This certifies _____ herein referred to as the Mare Owner, has engaged one breeding to _____ for the 2008 breeding season at \$ _____ for the following mare:

Mare name: _____ Breed: _____ Reg. No.

_____ Year foaled: _____

Sire: _____ Dam: _____

Tallent Quarter Horses, 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 \$ _____ from the above breeding fee is payable with this contract, and the balance of \$ _____ plus all unpaid expenses will be payable upon receipt of an invoice or when mare leaves the farm, which ever is first. Once a mare has been examined by Breeder, the booking fee is considered earned and is **non-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 evaluation 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. 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.
4. 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.
5. **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 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. **Failure to do this will void the live Foal Guarantee.**
6. **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 breeding fee. No live foal guarantees on the third year.
7. **Genetic Diseases:** The Breeder shall be held harmless of any horse(s) with genetic diseases (**HYPP**). If the above said Mare Owner has a **HH** (double positive) foal, the Mare Owner shall have the option of returning the double positive foal to the Breeder in return for a rebreed the following year. (The foal must be returned to the Breeder before Mare Owner is entitled to a rebreed.) This also applies to a cremello or albino foal.
8. The breeding season in force for this contract shall begin **February 1** and close **July 1** of the year on this contract.
9. A breeders certificate will be issued to Mare Owner after all expenses have been paid in full and upon notification of birth of foal.
10. There is **no** Paint Color Guarantee.
11. It is agreed that should above named stallion die or become unfit for service, than this contract shall become null and void and the booking fee refunded. For those with a paid return breeding, if the stallion dies the mare owner may select another stallion standing at Tallent Quarter Horses, Inc. with all monies paid applied to that stallion's breeding fee. Mare owner is responsible for paying the difference in stud fees if a stallion is chosen with a breeding fee of higher value. There will be no money refunded.
12. **Waive 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.
13. This contract is 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.
14. This contract is not valid unless completed in full. When Mare Owner signs and return 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.

BOARD

(Please check below)

- _____ Dry Pasture \$10.00/day
- _____ Wet Pasture \$11.00/day
- _____ Dry Motel \$13.00/day
- _____ Wet Motel \$14.00/day
- _____ Show Barn \$15.00/day
- _____ Year Round \$250.00/month
- _____ Foaling Fee \$250.00

OWNER INFORMATION

Date: _____

Owner/Agent: _____

Address: _____

City/St/Zip: _____

Home Ph.: _____

Work Ph.: _____

Fax/Cell: _____

Mare Owner Signature _____

Tallent Quarter Horses, Inc. _____

TALLEN QUARTER HORSES

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