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SMART O MAN STALLION SERVICE CONTRACT

FEE SCHEDULE:

Dry Rate \$15.00

Wet Rate \$20.00

Show Barn \$20.00

Re-Breed Fee \$250.00

Substitute Mare Fee \$250.00

Shipment Fee \$300.00

I hereby agree on _____ to breed the mare, _____ to, hereinafter referred to as Mare (Registration # _____ -Year Foaled: _____ to the Stallion, **Smart O Man**, hereinafter referred to as a Stallion for the 2007 season. The Stallion Fee is \$1200.00 which includes a Booking Fee of \$250.00. 6% G.S.T. will be added to boarding, shipment and stallion fees.

1. The Stallion Fee stated above includes a non-refundable booking fee which shall be payable upon execution of this contract.
 - A. **FOR ON-SITE BREEDINGS:** The balance of the Stallion Fee shall be payable when the mare is pronounced pregnant, or when the mare is picked up from the breeding facility, after having been exposed to the stallion. **FOR MARES HAULED IN AND OUT, ALL FEES MUST BE PAID AT THE TIME OF THE 1ST BREEDING OR AT THE TIME OF THE FIRST DEPARTURE.** All other expenses including board shall be payable monthly, AND paid in full when the mare is picked up from the breeding facility.
 - B. **BOARD & VETERINARY CHARGES:** (applicable to on-site breedings) The Stallion Manager agrees to provide suitable facilities for the care and feeding of the mare and/or foal while in his/her custody. The Mare Owner agrees to the rates listed in the fee schedule above. The Mare Owner agrees to pay all boarding and veterinarian expenses incurred by the Mare and/or foal while under the care of the Stallion Manager, and these expenses are due and payable upon receipt of invoice, OR before the Mare and/or foal depart the breeding facility.
2. **CONDITION & TREATMENT:** The Mare Owner agrees that when delivered to the Stallion Manager, the mare will be healthy and in sound breeding condition. A copy of both sides of the registration papers on the mare must accompany the contract. The Mare Owner warrants that he/she is the owner of record of the Mare. A copy of a veterinarian's health certificate, plus a health, worming and immunization record must accompany the Mare; if they do not the Stallion Manager's veterinarian will examine and/or test mare at Mare Owner's expense. Breeder reserves the right to refuse Mare if not in proper condition.
3. **CARE OF MARE & FOAL FOR ON-SITE BREEDINGS:** For Mares bred at the breeding facility, the Stallion Manager shall prepare the Mare for breeding and shall conduct the breeding and post breeding care. The Stallion Manager shall exercise reasonable judgment in the breeding, care, and supervision of the Mare; however, the Mare Owner waives all claims against the Stallion Manager for the sickness, injury, or death of the Mare and her offspring from matters beyond the Stallion Manager's reasonable control or despite the rendering of reasonable and ordinary care. The Stallion Manager shall diligently try to impregnate the Mare; and the Mare Owner agrees to give the Stallion Manager ample opportunity to impregnate the Mare (i.e. to-

breed the Mare through at least two heat-periods). If any extraordinary health care is required for the Mare and her offspring, the Stallion Manager shall attempt to contact the Mare Owner by telephone prior to taking any required action, but the Stallion Manager's inability to contact the Mare Owner does not abrogate the authority granted to the Stallion Manager by the Mare Owner.

4. **SHIPPED SEMEN:** The Mare Owner understands that they must comply with the following:
 - A. Consult the Stallion Manager as to the days of collection,
 - B. Notify the Stallion Manager when the Mare comes into heat,
 - C. Notify the Stallion Manager 48 hours before anticipated time of ovulation,
 - D. Confirm the order for semen before 2 p.m. prior to the day of the shipment. Late orders may be denied or be subject to additional charges.
5. **EMBRYO TRANSFERS:** If more than one embryo is produced from a Stallion breeding under this agreement and if multiple embryos are transferred, then the Mare Owner must notify the Stallion Manager within 48 hours of transfer of the embryo(s). If embryo transfers result in multiple pregnancies, then the Mare Owner must pay the Stallion Manager additional Stallion Fees for EACH pregnancy before any Breeder's certificates will be issued.
6. **RE-BREED FEE:** The Stallion Manager will diligently attempt to impregnate the mare. However, if for any reason the Mare does not become pregnant after 2 heat-periods there will be a re-breed fee as stated above in the fee schedule. This re-breed fee will also be charged if the mare does not become pregnant in the first breeding season.
7. **LIVE FOAL GUARANTEE** will only apply as follows;
 - A. A live foal is described as a new born foal which stands and nurses without assistance. Should the mare not produce a live foal from this breeding, miscarry, or prove barren after being pregnancy checked in foal, a rebreed will be honoured the following year with a rebreed service charge as stated in the Fee Schedule.
 - B. If foal is born dead, there are return privileges only if Stallion Manager is notified within 30 days and receives a veterinarian's statement confirming death.
8. **BREEDER'S CERTIFICATE:** A "Breeder's Certificate" will be issued for the foal conceived by the mating when stallion fees and all other expenses have been paid in full. The Mare Owner will receive a Breeder's Certificate when the Stallion Manager has been notified that a live foal has been produced.
9. The parties agree that should the Stallion die or become unfit for any reason, than this contract shall become null and void and both parties are relieved of any further obligations hereunder. Likewise, any monies heretofore paid by the Mare Owner toward the Stallion Fee, with exception of the NON-REFUNDABLE BOOKING FEE, shall be refunded to the Mare Owner. However, the mare owner will pay for all other expenses actually incurred. If the mare dies, or becomes unfit for breeding, the Mare Owner is entitled to return privileges with a substitute mare approved by the Stallion Manager. The Substitute Mare Fee as stated above will be charged.
10. **THE LIVE FOAL GUARANTEE IN THIS CONTRACT IS NON TRANSFERABLE AND NON-ASSIGNABLE** and should the mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee shall be void.



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11. This contract shall be binding upon the parties hereto, upon execution hereof, and the same may not be altered or amended, except by written mutual consent of the parties hereto. ***UPON ARRIVAL, PLEASE HAVE THE FOLLOWING***

1. Veterinarian Health Certificate
2. Signed Contract and Paid Booking Fee
3. Copy of Registration Papers, Front and Back
4. Worming and Immunization Record

If your mare and/or foal is insured, fill in the name and telephone number of your agent:

Insurance Agent Name	Telephone Number:	Policy Number:

Breeder's Signature	Date Signed
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Owner of Mare (As listed on registration papers):

Address:

Telephone Number:

Stallion Fee:	
Booking Fee:	
Balan ce Due:	
Date Mailed:	
Date Received:	

 Signature of Mare Owner