



# Pine Acre Farms Equestrian Center

P.O. Box 978  
Berthoud, Colorado 80513

## Stallion Agreement

This Stallion Service Agreement is made and entered into by and between the designated parties of \_\_\_\_\_ (hereinafter referred to as Mare Owner) for the mare named \_\_\_\_\_, and Pine Acre Farms, (hereinafter referred to as Stallion Owner), on the date designated below.

**1) Purchase of Breeding** - Stallion Owner hereby sells and Mare Owner purchases a breeding to the designated (hereinafter referred to as Stallion), which entitles Mare Owner to breed said Mare to the Stallion during the designated Breeding Season. Breeding Season is as follows - Feb. through the 1st of July only of the fiscal year designated below.

**2) Stallion Service Purchase Price** - Mare Owner agrees to purchase a breeding to the Stallion named \_\_\_\_\_, for the breeding season of \_\_\_\_\_. The booking fee of \$ \_\_\_\_\_, and the stud fee of \$ \_\_\_\_\_. Mare Owner agrees to pay to the Stallion Owner the agreed stud fee including the booking fee in US Funds only. Payment of the booking fee/stud fee, shipped semen fees (if applicable) is due before the breeding, or before semen is shipped to the location designated by the Mare Owner. There is a Live Foal Guarantee, which means the foal stands and nurses (if Mare Owner is present at time of birth). Mare Owner also agrees to pay \_\_\_\_\_ per day for a Dry Mare care and or \_\_\_\_\_ per day for Wet Mare (foal by her side). Mare care fees will be paid when the mare/foal are picked up from breeding. Mare Owner also agrees to have an ultrasound done within 30 days of breeding and a copy of the report sent to the Stallion Owner for verification the mare is in foal.

**3) Shipped Semen** - Mare Owner agrees to use the shipped semen only for the one mare named above in this contract and shall have a licensed veterinarian verify in writing that the shipped semen has been used only to inseminate the one mare named above in this contract. The mare owner agrees to deliver such certification to Pine Acre Farms within one month of the confirmation of pregnancy. Stallion owner agrees to ship semen for two dosages for one of the Mare's heat cycle. If the mare does not conceive from these two dosages, the mare owner agrees to have a uterine biopsy and additional uterine cultures performed on the mare at the Mare's Owners expense and forward copies of biopsy and culture reports to the Stallion Owner before more semen will be shipped. Mare Owners are responsible for any and all collection/shipping of semen and or AI fees.

**4) Semen Shipping Fees** - In addition to the Stallion service purchase price set forth above, Mare Owner agrees to pay for any and all shipment costs of semen, before semen is shipped out, and agrees to be responsible for returning the shipping equipment (there is a \$ 100.00 deposit per container) refunded when container is returned to Stallion Owner semen shipping station. If mare doesn't settle within the first shipment, Mare Owner also agrees to pay for any/all collections needed (cost of collection is \$ 200.00 per time).

**5) Live Foal Guarantee** - If the Mare Owner's mare is barren, aborts, or fails to produce a live foal (which stands and nurses under supervision of Mare owner) as a result of this breeding, Stallion Owner will allow Mare Owner another breeding privilege of the same Mare to Stallion (however Mare owner will pay any collection fees/shipping of semen), (if substitute Mare is used then  $\frac{1}{2}$  of the Stallion service purchase price is paid by the Mare Owner plus the collection fees/shipping of semen fees) for the next and only the next breeding season. There are no refunds of any kind.

**6) Extinguishment of Foal Guarantees/ Damages** - The purchase price of the Stallion service set forth in paragraph 2 and above shall either be retained by or become immediately due and payable to the Stallion Owner as liquidated damages and the Live Foal guarantee above becomes null and void if Mare Owner fails to pay all fees due under this contract or breeds the mare to another stallion in the designated breeding season without written permission of the Stallion Owner.

**7) Stallion Owner's Warranties and Disclaimers** - Stallion Owner makes the following warranties and disclaimers and Mare Owner will accept each and every one of them.

A. Stallion Owner is the sole owner of the stallion referenced in paragraph 1, above and has full authority and power to transfer title to a breeding season Mare Owner. The season granted under this contract is free from liens and encumbrances.

B. Stallion Owner, it's agents, employees, and representatives, and/or assigns, shall not be held responsible for any disease, injury, death, theft or accident to the Mare (Foal by side).

C. NO LIVE COVER

D. Stallion has been tested EVA (1/10/07 - Neg.) Been Vaccinated for EVA yearly. Stallion Owner makes no warranties, express, or implied, other then those stated above in this paragraph.

**8) Mare Owner's Warranties and Disclaimers** - Mare Owner warrants to Stallion Owner, that the Mare owner is the owner (or lessee of record) of the designated mare or a substitute thereto pursuant to paragraph 11 (collectively referred to as Mare), which Mare Owner will present for breeding to Stallion during the designated breeding season under this Agreement.

A. Mare Owner does state that this mare is halter broke, leads and is manageable for this process to be completed.

B. Mare Owner will be solely responsible for seeking registration of the result in foal's registries and will pay all associated fees or expenses, including any applicable futurity expenses of the foal.

C. Mare Owner will pay Stallion Owner's cost and expenses (including attorney fees) if Mare Owner has breached any material term of this Agreement.

**9. Release and Hold Harmless** - Mare Owner agrees to hold harmless Stallion Owner, Pine Acre Farms, and respective agents, employees, representatives, assigns affiliated persons and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of breeding of the mare that may accrue from any cause whatsoever during the term of Agreement. Mare Owner agrees to hold Stallion Owner harmless if the mare does not settle in foal.

**10) Indemnification** - Mare Owner shall be solely responsible for all acts and behavior of Mare at all times while this Agreement is in effect. In no case shall the Stallion Owner, and their respective agents, employees, representatives, assigns, affiliate persons, and/or others acting on their behalf be liable for the acts and behavior of Mare unless they directly caused the injury due to gross negligence of willful and wanton misconduct on their part.

**11) Substitute Mare/Stallion Owner's Refund Policy** - In the event of death or incapacity of mare, Mare Owner shall be allowed to breed a substitute mare to the Stallion within the next year breeding season time frame, with the  $\frac{1}{2}$  Stallion service fee paid, provided that the substitute mare meets with the approval of the Stallion Owner. No refunds of the fees associated with 1st Mare's breeding shall be permitted, except in the case of death or incapacity of the Stallion, in which case the stud fee will be refunded.

**12) Stallion Service Certificate** - Stallion Owner reserves the right to withhold issuance of any applicable Stallion Service or Breeder's Certificate for breeding hereunder until Mare Owner is current on all payment obligations to the Stallion Owner. No Stallion Service or Breeder's Certificate will be issued before the Mare's Owner notifies Stallion owner of a birth of a Live Foal, including photos of said Mare/Foal.

**13) Entire Agreement** - This agreement contains the entire agreement between the parties with respect to its subject matter. All prior promises or understandings (either oral or written) between Mare Owner and Stallion Owner shall be voided unless contained in this Agreement. Modification to this Agreement will only be valid if in written and signed by both Mare Owner and Stallion Owner.

Designated Stallion used for this Breeding Season \_\_\_\_\_

Designated Mare used for this Breeding Season \_\_\_\_\_

Registry \_\_\_\_\_ Reg # \_\_\_\_\_ YOB \_\_\_\_\_ Breeding Season \_\_\_\_\_

I, the undersigned Mare Owner, do hereby certify that I am Mare Owner/Mare Owner's agent, named herein or a duly authorized agent thereof, and as such have the authority to enter into this contract, as witnessed by my signature, I also certify that I have read and understand this contract.

Signed : \_\_\_\_\_ Stallion Owner, Date \_\_\_\_\_

Signed : \_\_\_\_\_ Mare Owner, Date \_\_\_\_\_

Address \_\_\_\_\_