

POUND SIGN

Stallion Service Contract

6663 So Lincoln Beach Rd, Spanish Fork, UT. 84660

Manager: Lance Robinson Phone: 801-580-8588 Email: lancerobinson11@hughes.net

This contract is made and entered into this ____ day of _____, 2022, by and among McColee Stallion Enterprises, LLC, referred to as BREEDING FARM and _____ (owner of mare) herein referred to as Mare Owner. All rights and responsibilities between the parties for the 2022 season are set forth in this contract. Mare owner agrees to breed the mare named _____ Registration # _____, Breed _____ (“the Mare”), to

the Stallion, **Pound Sign**, Breed AQHA (“Stallion”), during the 2022 breeding season (commencing February 1 and ending June 30).

1. The Stallion Fee is \$1,750. Mare Owner shall pay a non-refundable booking fee of \$200 (USD) payable upon execution of this contract.

A. FOR ON SITE BREEDING: The balance of \$1,550 for the Stallion Fee shall be payable upon receipt of an invoice or before mare is picked up from the breeding facility. All other expenses including board shall be payable monthly AND paid in full when the mare is picked up from the breeding facility. The Manager requires a 48-hour advanced notice when the mare owner intends to remove the mare from the Breeding Farm.

B. FOR COOLED SHIPPED SEMEN: The balance of \$1,550 for the Stallion Fee plus any associated shipping fees shall be due and payable 10 days prior to ordering semen. All requests for transported cool shipped semen shall be filled as received, subject to availability of semen, and at the sole discretion of the Manager. It is hereby understood that mares located on the Breeding Farm will be serviced first.

2. Mare Owner warrants that the Mare is healthy, in sound breeding condition, is halter broken and registered with the breed association shown above. Breeding Farm retains the right to require a negative uterine culture or equine cytology with sensitivity test for barren mares or any mare requiring more than (3) semen shipments in a breeding season. A current, legible copy of the Mare’s registration papers (both sides) must be attached to, and will become a part of, this Contract.

3. The Breeding Farm requires the mare’s vaccination and deworming records as well as current coggins test upon mare’s arrival to the breeding farm. In the event the documentation is not provided the breeding farm shall have the attending veterinarian perform these test and procedures at the mare owner’s expense.

4. All parties agree to diligently try to settle mare. Should mare not settle, mare owner will hold the Breeding Farm and Manager harmless from any resulting loss or damages.

5. Breeding Farm and Manager shall not be liable for any injury, sickness, disease or death of Mare or her offspring arising from the exercise of the breeding rights and privileges granted herein.

6. Mare Owner agrees and understands that it is Mare Owner’s financial responsibility to provide Mare with proper veterinary care and veterinary services. Mare Owner understands that if Mare is or appears sick or injured, Manager will first try to contact Mare Owner. If Mare Owner is unavailable, or Mare has an emergency, Mare Owner gives Breeding Farm and Manager authority and permission to call the first available veterinarian or administer such care as Breeding Farm deems necessary.

7. Live Foal Guarantee (LFG). Breeding Farm provides a limited guarantee that a single “Live Foal” will result from the breeding privilege granted herein. The term “Live Foal” means that a foal stands alone, nurses, and lives for twenty- four (24) hours. If a Live Foal does not result from the breeding Mare Owner will be entitled to rebreed Mare to Stallion in the following breeding season only with payment of applicable shipping or farm fees.

A. Mare Owner must notify Breeding Farm within 48 hours of slippage or foaling that the breeding did not produce a Live Foal; and

B. Within fourteen (14) days after the mare owner’s notice to the Breeding Farm, provide written certification by a licensed veterinarian that the Mare slipped or produced a non-viable foal.

8. Mare owner shall not sell or assign this breeding contract without prior written consent of the Breeding Farm. There shall be no substitution of mares without the express written consent of the Breeding Farm. Any attempt to assign this Contract or substitute mares without the prior written consent of the Breeding Farm will terminate this Contract and release the Breeding Farm from any obligations contained herein.

9. Embryo Transfer. If more than one embryo results from a breeding during embryo harvesting, Mare Owner must pay an additional Stallion Service fee within sixty days (60) days of confirmed pregnancy in order to receive a certificate for the additional foal(s). However, if mare has a twin birth resulting in two foals that stand and nurse an additional certificate will be issued at no extra charge.

10. It is further agreed that if the Mare dies before producing a live foal or becomes unfit to breed before being pronounced safe in foal; the Mare Owner may breed a substitute mare for the current breeding season or the following season only. No stud fees will be refunded.

11. WARRANTY. NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFER BY THIS CONTRACT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE THAWED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS IS GIVEN BY THIS CONTRACT.

12. In return for the use, today and on all future dates of the property, facilities, and services of Breeding Farm and the Manager, (herein collectively referred to as “Facilities”) Mare Owner, and his/her heirs, assigns, and legal representatives, hereby expressly agree to the following.

A. It is the responsibility of the Mare Owner to carry full and complete insurance coverage on the Mare, his/her personal property, and on Mare Owner.

B. Mare Owner agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM MARE OWNER’S USE OF OR PRESENCE UPON THE FACILITIES including without limitation, but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or

the negligence or deliberate act of another person.

C. Mare Owner agrees to hold Breeding Farm and Manager, and all of their successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents, including but not limited to those listed in the opening paragraph, completely free and harmless of and from, and not liable for, all liability whatsoever and AGREES NOT TO SUE them or any of them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Mare Owner's use of or presence on the Facilities, including, without limitation, claims or suits based on death, bodily injury, property damage, (including consequential damages), except if such damages are caused by the direct, willful and wanton conduct of the Breeding Farm, the Manager, or their agents or employees.

D. Mare Owner agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, in substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

E. Mare Owner agrees to indemnify and to hold harmless Breeding Farm, the Manager, its affiliates, and their respective officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of Mare Owner, its officers, directors, agents and employees. Breeding Farm and the Manager, in their sole discretion, shall select counsel to defend any action pursuant to this indemnity. Breeding Farm or the Manager may elect to settle or compromise any claim or cause of action for which indemnification is sought from Mare Owner without the permission of Mare Owner. To the extent Mare Owner fails to promptly provide indemnification after ten (10) days' notice by Breeding Farm or the Manager, Mare Owner shall be responsible for Manager's attorney fees incurred in the enforcement of this Indemnification provision.

F. Mare Owner agrees to abide by all of the Manager's rules and regulations of which Mare Owner is apprised.

G. Mare shall be free from all infection, contagious or transmissible disease. Manager reserves the right to refuse to admit or to quarantine Mare, if not in proper health or deemed to be unhealthy, dangerous or undesirable by Manager, in Manager's sole discretion.

H. This Contract may not be modified except by amendment reduced to writing and signed by both Breeding Farm and Mare Owner. No waiver of this Contract shall be construed as a continuing waiver or consent to any subsequent breach thereof.

Please provide name, address and telephone number of your Mortality Insurance Company's Emergency Contact information. If the mare is not insured please indicate below.

Insurance Information

Company: _____ Agent: _____

Emergency Contact Number: _____

Policy Number: _____ Policy Period: _____

Contact and Billing Information-not the shipping location

Billing Name and Farm Name: _____

Billing Address: _____

City, State/Province, Zip _____

Daytime Phone: _____ Evening Phone: _____

Fax Number: _____ E-mail address: _____

Semen Shipping Information

Name: _____

Address: _____

City, State, Zip: _____

Contact person: _____ Phone Number: _____

Mare owner's (or authorized agent's) signature

Breeding Farm (or authorized agent) signature

Fees:

Pasture Dry \$ 10.00 per day Pasture wet \$ 12.00 per day Stall Dry \$ 14.00 per day Stall Wet \$ 16.00 per day

Foaling Fee \$ 400.00 (Shipped Semen \$250.00 UPS) (\$350.00 Counter to Counter) (Farm Pick Up \$100.00)