



NORTHWEST MARE SERVICES

2019 Stallion Service Contract

I, the undersigned Owner/Lessee hereby agree to breed the Mare:

_____ Registration No: _____

to the Stallion: TK Montana Judge_____ Registration No:

__5612078_____ standing at Northwest Mare Services for the 2019 breeding season.

The total breeding fee plus other applicable service fees, terms and conditions are listed below:

STUD FEE: __\$1000 including first farm fee_____

Farm Fee: \$250/cycle or Shipment (\$500 maximum per breed season)

ON FARM BREEDINGS:

1. If requested, Mare Owner/Lessee will furnish Northwest Mare Services with current health records (ie deworming, vaccination, farrier history) and reproductive history. Mares arriving on farm that do not have said documentation or are not current with documentation will be brought current at the Mare Owner/Lessee's expense.
2. The above stated FARM FEE will include normal reproductive procedures. These procedures include stallion collection, insemination, management of estrus cycles and normal reproductive medications.(ie prostaglandins, etc.). Veterinary reproductive procedures (ie ultrasounds, preg checks, intrauterine cultures, hormone injections, uterine lavage/infusion) will be billed separately. Board and care, other medication administered or treatments (ie vaccination, deworming) and routine hoof care deemed necessary or appropriate will be billed to the Mare Owner/Lessee monthly.
3. Northwest Mare Services` may have a veterinarian check said mare or foal for any other health care problem and perform, at its absolute discretion other veterinary services as it deems necessary or appropriate for the mare or foal at Mare Owner/Lessee's expense. This includes but is not limited to the following: treating for infection, disease, accident related

conditions, preventative measures, and emergency treatment including removal to a veterinary facility at Mare Owner/Lessee's expense as deemed necessary by Northwest Mare Services or the treating veterinarian for the best interest of the horse.

4. Northwest Mare Services agrees to try diligently to settle said mare up to and including August 15, 2019, however if she fails to settle for any reason, Mare Owner/Lessee will hold Northwest Mare Services blameless and return privileges will be granted for the following year only unless otherwise noted on this contract.

5. Northwest Mare Services, its owners, employees, and the stallion owners will not be responsible for any disease, accident, sickness or death of said mare or of foal; and may exercise its judgment in caring and supervising for them. The Mare Owner/Lessee hereby warrants that he/she has made himself/herself familiar with the facilities at Northwest Mare Services and that he/she is also familiar with and approves of the care provided by the ranch.

6. Monthly statements will be mailed to mare owner/lessee for board and care, services provided and charges made. If any statement becomes more than 30 days overdue, all obligations of stallion owner and Northwest Mare Services shall cease and the unpaid amount will be subject to a finance charge of 1.5% per month.

7. Northwest Mare Services requires that all unpaid board, expenses and stallion fees must be paid in full before the mare/foal depart from Northwest Mare Services. A mare owner or representative will be allowed to pick up the mare if a credit card authorization is on file. FAILURE TO PAY CHARGES/FEEs MAY RESULT IN THE MARE/FOAL BEING SOLD IN ACCORDANCE WITH THE LIVESTOCK SERVICE LIEN LAW. (ORS 87.246)

TRANSPORTED COOLED SEMEN (CTS):

1. The above stated FARM FEE entitles the mare owner/lessee to one (1) shipment of cooled transported semen per cycle. Courier charges will be charged in addition to the farm fee and must be paid in advance. Fees for additional shipments must be paid prior to semen being shipped. Mare Owners may provide a credit card on file or deposit additional funds in their account at Northwest Mare Services.

2. Stallions are collected **Monday, Wednesday, and Friday**. Mare owner/lessee's veterinarian must **request semen 24 hours prior** to the day it is to be collected/shipped (phone: 541-749-8811). Mare owner/lessee will provide the attending veterinarians name, phone number and contact information for verification of the mare's cycle, arrival of semen, ovulation and pregnancy determination by ultrasound examination.

3. Northwest Mare Services agrees to provide semen based on an available basis to settle the named mare until August 15, 2019, unless otherwise provided for in this contract.

4. Mare owner/lessee is responsible for proper return and all applicable fees of the transported semen container. Container must be returned **within 6 days** of the original shipment. Any container not returned within the 6 day period will incur a \$25.00 per day penalty, billed directly to mare owner/lessee. No additional shipments will be sent until shipment container is returned or proof of shipment is received.

5. Northwest Mare Services shall not be held liable for damage, loss of viability or loss of shipments. Northwest Mare Services does not guarantee the fertility of any of the stallions but agrees semen to optimize post cool motility and subsequent fertility. Mares on Northwest Mare Services premises have breeding priority therefore we make no guarantee that cooled semen will be available for a specific day.

GENERAL CONDITIONS (On farm and CTS)

1. All rules of the American Quarter Horse Association (AQHA Rule #209) or the American Paint Horse Association (APHA Rule #RG-165) or other applicable breed association must be strictly followed regarding the transport, insemination and mandatory documentation of shipping and receiving cooled/frozen semen.
2. If the mare aborts or fails to conceive, she may return during the breeding season of the following year, provided all fees have been paid during the original breeding season and based on the ability of the stallion to produce viable semen. If the mare dies or becomes unfit for breeding, the Mare Owner/Lessee may replace original mare with a suitable replacement approved by stallion owner during the current season or the following season. Mare Owner/Lessee is subject to the **Farm Fee** in the rebreed year.
3. **Live Foal Guarantee:** Breeding fee is for one live foal. A live foal is defined as one that will stand and nurse. If the foal is born dead, Mare Owner/Lessee must provide in writing a statement of foals death signed by the attending veterinarian within 10 days. Mare Owner/Lessee is subject to the **Farm Fee** in the rebreed year. **Stallion fee will not be refunded.** A rebreed will be issued for the following year only, unless other arrangements are negotiated.
4. Rebreds and donated breedings are subject to the **Farm Fee**.
5. Should the above named stallion die or become unfit for service for any reason, this contract shall become null and void and both parties are relieved of any further obligation. Monies paid for Stallion fee only shall be refunded by stallion owner if mare is not settled.
6. Mare Owner/Lessee must confirm status of pregnancy (pregnant or open) of mare at **45 days** of gestation with a letter/email /phone call or certificate from the mare's attending veterinarian to Northwest Mare Services. Mare Owner/Lessee is responsible all associated costs associated with the registration of their foal.
7. The stallion owner will provide a Breeders Certificate to mare owner/lessee upon notification of the birth of the foal. Account balance at Northwest Mare Services must be paid for all fees and services prior to a Breeders Certificate being issued.
8. Mare owner/lessee agrees to notify Northwest Mare Services if the breeding is for an embryo transfer mare. In the event of multiple embryos from a single flush, mare owner/lessee agrees to pay a stud fee of \$ _____ for each additional live foal. Additional Breeders Certificate will be issued upon receipt of stud fee.
9. Neither Gary Martin, Northwest Mare Services, the Stallion owner nor any of their representatives shall be liable to the Mare Owner/Lessee or any other person for the failure of the mare to produce a live foal for any reason whatsoever.
10. The Mare owner/Lessee agrees that if Gary Martin or Northwest Mare Services or the Stallion owner should at any time find it necessary to commence legal proceedings to collect any of the above stated fees or expenses or otherwise to enforce this contract or be required to defend any legal proceedings relating to this contract, the prevailing party will be entitled to court costs and attorney fees entailed in such proceeding and those will be added as costs to the amount due. Time is of the essence in this contract. Any expenses or implied waiver of any breach of this contract shall in no way be construed to be a waiver of any subsequent breach or of any other default or modification of any of the terms of this contract. This contract is entered into Deschutes County and shall be governed by the laws of the State of Oregon. The parties agree that jurisdiction and venue for any dispute arising under this contract shall be in Deschutes County, Oregon.

11. This contract is effective when signed by both parties, and is not transferable or assignable.

12. HERDA Statement: Hereditary equine regional dermal asthenia (HERDA) is a genetic skin disease predominately found in the American Quarter Horse. HERDA has an autosomal recessive mode of inheritance and affects mares and stallions in equal proportions. It is the policy of the stallion owner and Northwest Mare Services not to breed HERDA carriers to each other due to a 25% chance of producing a clinically affected offspring. It is strongly recommended that all mares being considered for breeding to a carrier stallion be tested for HERDA prior to execution of this contract. The stallion owner and Northwest Mare Services will not assume liability or financial responsibility, including breeding and service fees, if a carrier (N/HRD) mare is bred to a carrier (N/HRD) stallion. Please call Northwest Mare Services for any additional information.

Is this an Embryo Transfer **yes** **no (Please select one.)**

Mare Owner Information (Please print clearly)

_____ Owner's Name as shown on Registration Records

_____ Address

_____ City / State / Zip

_____ Home Phone/Cell Phone

_____ Email Address

_____ Owner's/Agent Signature

_____ Date

Northwest Mare Services

Approved By: _____

Date: _____

Booking Fee: Ck # _____ \$ _____

Northwest Mare Services

Gary Martin

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541-749-8811