

# CROSS COUNTRY RANCH

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## STALLION SERVICE CONTRACT

# MULBERRY FAME

WITNESS THIS AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Cross Country Ranch, hereinafter referred to as "Farm", and \_\_\_\_\_, hereinafter referred to as "Mare Owner". WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name of \_\_\_\_\_ with the \_\_\_\_\_ registry. Registration No. \_\_\_\_\_, foaled in \_\_\_\_\_, and WHEREAS, Mare Owner wishes to breed said mare as above described to the stallion : **Mulberry Fame**.

### BOOKING AND STALLION FEES

(A) Mare Owner agrees to pay a non-refundable booking fee of \$300 to reserve a breeding for the year 20\_\_\_\_, which shall be credited against the stallion service fee.

(B) For consideration of \$\_\_\_\_, excluding Farm Fees as described below, Farm hereby agrees to breed the mare belonging to Mare Owner as above described.

### FARM FEES

(A) Mare Owner agrees to pay Farm the sum of \$15.00 per day for dry mares, and \$17.00 per day for wet mares. This amount will be charged per calendar day, or portion thereof, in which the mare is in the custody or control of Farm. All mare care charges, including any charges of horse-shoeing, veterinary care, or similar charges shall be due and payable prior to the return of mare to Mare Owner.

(B) Mare Owner agrees to pay a Chute Fee of \$250 per heat cycle, not to exceed \$500 for the current breeding season.

(C) Mare Owner agrees to pay the sum of \$450 to have the mare foal on farm premises.

All veterinary expenses incurred in connection therewith shall be paid by Mare Owner pursuant to the terms set forth herein. Farm uses the "Foalert" foaling system and Mare Owner is responsible for the cost of \$40 for suturing in the transmitter.

(D) Farm shall have a lien against the mare, any foal at side, and the produce of the mating which is the subject of the agreement until such time as any and all charges are paid in full; said lien shall survive any transfer of possession. Mare owner agrees to pay all charges when due and should mare owner fail to do so, farm shall be entitled to recover any costs, expenses and attorney's fees expended in collection. In the event collection of owner's account is placed in the hands of an attorney, owner agrees to pay all attorney fees. A stallion breeding certificate shall not be issued until all bills are paid.

### GENERAL CONDITIONS

This contract is a "live foal" guarantee. "Live Foal" is herein defined as a newborn foal which stands and nurses without assistance for 72 hours. If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege for the following breeding season only if the notification procedures as set forth below are followed.

It must be evidenced by a written statement from a licensed veterinarian dated within one week from the date of death of the fetus, or in the alternative, a sworn statement from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown. Mare owner shall contact stallion owner within one week of loss of fetus, foal or the mare.

In the event the above-named stallion becomes unfit for service, frozen semen if available, will be issued to service the mare. No money shall be refunded to the mare owner. In the event of the stallion's death prior to the delivery of a live foal, the live foal guarantee as above described shall become null and void. Should the mare die prior to breeding, no fees or charges are refundable. However, an approved mare may be substituted.

Mare Owner agrees to furnish a negative Coggins Test (Swamp Fever), prior to mare's arrival at the breeding farm. All mares shall be accompanied upon arrival by a health certificate indicating a current vaccination for Equine Influenza, Tetanus, and Encephalitis, Rhino, and be EVA negative. No sick horses will be accepted. Mare Owner understands and agrees that upon arrival at the breeding facility, the mare may be cultured and examined by a licensed veterinarian selected by Farm, at Mare Owner's expense. Mare Owner authorizes Farm to engage performance of such other veterinary services as Farm may deem necessary for the proper treatment, care and protection of the mare and/or foal at side. This is to be done at the Mare Owner's expense and will be billed and payable as above-described.

In the event of colic or life-threatening illness of the mare, all means available will be utilized to save said mare unless otherwise instructed by Mare Owner, including surgery if recommended by the veterinarian. Mare Owner shall pay any and all costs in connection therewith.

Farm shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by the mare and/or foal at side, or any other cause of action whatsoever arising out of or connected in any way with the breeding or boarding of the mare and/or foal. This includes, but is not limited to, any personal injury or disability which the Mare Owner or Owners may receive while on the premises of the breeding facility, even if caused by negligence (if allowed by the laws of this State) by Farm, its representatives, agents or employees. Mare Owner fully understands that Farm does not carry any outside horses in its possession, custody or control for breeding and boarding on any public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with the breeding and boarding of the mare or mares and/or foals are to be born by the Mare Owner or Owners. Farm strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by owner. The standard of care applicable to Farm is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall Farm be held liable to Mare Owner for equine death or injury. If Mare Owner has equine insurance please provide Farm with the Company's name, address and policy number. Failure to disclose insurance information shall be at Mare Owner's risk.

Mares that are not halter broken and/or cannot be hobbled will not be accepted. Mare Owner understands and agrees that the mare may be tranquilized for breeding purposes if deemed reasonable or necessary by Farm. Mare Owner further authorizes breeding by artificial insemination if deemed appropriate by Farm, and agrees to pay any veterinary charges arising in connection therewith. Artificial Insemination may only be used if approved by the applicable breed registry.

It is understood that the breeding season for Farm commences on February 14th of the calendar year and terminates July 30th of the same calendar year. Mares who do not come into season or are not settled within said breeding season as above-described shall be carried over to the following year, or may be rebred during the following heat(s) if it is practical for Farm to do so. In the event Mare Owner elects to rebreed during the following breeding season. Mare Owner agrees to pay any increase in the stallion service fee or mare care fee.

In the event Mare Owner does not leave the mare at the breeding facility for twenty-eight days following last breeding for purposes of a pregnancy test, mare owner assumes all responsibility for pregnancy testing. Mare owner agrees to have said mare pregnancy checked within forty- five days from the date of last breeding and provide said pregnancy check. Failure to provide said information waives the live foal guarantee although Mare Owner shall have a guaranteed right to rebreed the following breeding season at the rate set for said breeding season.

Sale of the mare by Mare Owner to another party or parties will terminate the live foal guarantee as set forth above and described in this contract unless same is acknowledged and accepted in writing by Farm.

**This breeding is non-transferrable.**

### **INHERENT RISKS AND ASSUMPTION OF RISK**

The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to the persons on or around them. The unpredictability of equines' reaction to such things as sounds, sudden movement and unfamiliar objects, person or other animals; certain hazards such as surface or subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participants ability.

**WARNING**

Under Oregon Law, an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine pursuant to OR.REV. STAT. 30.691 (2001)

This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of Oregon, and shall be enforced and interpreted in accordance with the laws of said State.

In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

*Additional agreements should be separately initialed by each party.*

Signed by \_\_\_\_\_ (Mare Owner) Date: \_\_\_\_\_

Name \_\_\_\_\_ Ranch Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

Would you elect colic surgery? \_\_\_\_\_(yes) \_\_\_\_\_(no)

If Insured, Policy # \_\_\_\_\_ Carrier: \_\_\_\_\_

Phone # \_\_\_\_\_ Type of Policy \_\_\_\_\_

**MARE INFORMATION**

Mare Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Color \_\_\_\_\_ Reg # \_\_\_\_\_ year of birth \_\_\_\_\_

Maiden Mare? \_\_\_\_\_(yes) \_\_\_\_\_(no)

Approximate Target Month of Breeding \_\_\_\_\_

Please make checks payable to: Cross County Ranch

**Copy and return first and last page of this signed contract**