

Horsegate Ranch

22660 Gratehouse Ln.
Hempstead, Texas 77445

Office 979-826-8043
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STALLION SERVICE CONTRACT

I hereby request a reservation for the Mare Named below to the stallion **CACIQUE** (Holsteiner #241301 1139 99 STEM 7187), presently standing at **Horsegate Ranch**, hereinafter referred to as Stallion Manager, for the **2005** season on the following terms.

1. I agree to pay a breeding fee of **\$1250.00**. Of that amount, a \$500.00 non-refundable booking fee shall be due with this contract, payable to Horsegate Ranch, and the unpaid balance of **\$750.00**, plus unpaid board, veterinary and other expenses, shall be paid to the Stallion Manager before the mare leaves or before any cooled semen is transported. I understand that board will be: Pasture \$12.00 a day per dry mare and \$15.00 a day per mare with foal, Stalls - \$20.00 a day per dry mare and \$25.00 a day per mare with foal. Except as otherwise herein above provided, board, veterinary, farrier, and miscellaneous expenses will be billed and due monthly upon receipt of billing. A late fee will be charged on the unpaid balance at the rate of 1 ½ % per month commencing thirty (30) days after presentation of invoice. Any disputes arising out of this contract shall be settled under the laws of Texas and venue is agreed to be in Waller County, Texas.
2. **If transported cooled semen is desired, the enclosed addendum must also be signed and adhered to.**
3. I represent and warrant that the Mare to be bred is **halter broken**, and in **sound breeding condition**. The mare will be left until settled or returned as many times as necessary during the season. I expect that you will use reasonable efforts to settle the Mare when present between the dates of February 1 and July 1. Should I fail to deliver the Mare for breeding or fail to order transported cooled semen, on or before July 1, you shall be under no further obligation with respect to this contract. Artificial insemination will be used in breeding my Mare.
4. Stallion Manager may exercise its own judgement in caring for and supervision the Mare and/or foal. Stallion Manager and Stallion Manager's veterinarian may perform at your absolute discretion such veterinary services, as you deem necessary or appropriate at my expense. These include, but are not limited to de-worming, treating for infections, diseases, accident-related conditions, or preventative measures.
5. Stallion Manager, stallion owner, veterinarians, farriers, and any other parties involved shall be saved harmless of liability for any loss from fire, theft, sickness, disease, injury, death or other harm suffered by Mare and/or foal, whether or not deemed to be caused by negligence. I understand that Stallion Manager does not carry any form of insurance on my horse(s).
6. If the Mare does not settle or does not produce a live foal, I shall be entitled to rebreed the Mare or substitute Mare for breeding the following year on the terms and conditions provided in this agreement upon payment of board and other expense. A "live foal" warranty, as used herein, is a newborn foal that stands and nurses without assistance. There is a \$250 additional fee on return breedings. Failure to carry or produce a live foal is to be evidenced by a Veterinarian's Certificate. It is agreed that the right to rebreed will be of no further effect if the Mare is taken to any other stallion before being re-bred to the above named stallion, or if the Mare owner fails to deliver her or a substitute mare the following year for re-breeding. In either case, all fees may be forfeited and this contract becomes void. Mares are considered

safe-in-foal at 30 days pregnant. Mares removed prior to the 30-day examination do not carry a "live foal" warranty.

7. If the stallion should die or become unfit for service before the Mare produces a live foal or has had the opportunity for a rebreed the following year the breeding fee, less the booking fee, shall be refunded to me by the stallion owner within a reasonable time of receipt by HORSEGATE RANCH of a Veterinarian's Certificate stating the mare is not pregnant or did not produce a live foal.
8. A photocopy of the Mare's papers, showing both sides, must be furnished and returned with this contract as one of the requirements together with a current (within 12 months) negative Coggins' test. If these or any other required veterinary documents are not presented prior to Mare's arrival, the Stallion Manager shall have the attending veterinarian make the proper tests and evaluations at Mare owner's expense.
9. When HORSEGATE RANCH, by its authorized representative, signs and returns a copy of this offer to me, it will become binding contract of both parties. This contract is not transferable or assignable.
10. I understand that for my own protection, my Mare should be current on deworming and vaccinations (including Flu/Rhino, VEWT and Strangles) before arriving at _____.
11. I certify that I am the sole owner of the Mare or have authority to enter into this contract on behalf of the owner(s).
12. **WARNING**-Under Texas Law, an equine professional is not liable for injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

Signature(s) of Mare owner(s)

Name of Mare

Name of Mare owner(s) as on papers

Year foaled/Breed/Registration #

PLEASE PRINT

Street Address(billing address)

Transported Cooled Semen Yes__No____

Breed at_____ Yes__No____

Embryo Transfer Program Yes__No____

Approximate date to expect Mare_____

Approximate date desire semen shipped_____

Mare due to foal approximate date _____

Please attach any special instructions or specific breeding history.

City, State, Zip

Area code & Phone # Fax#

Is Mare insured? Yes__ No__ Company Name_____ Policy No._____

Emergency Phone No._____

Please sign, enclose deposit and a photocopy of papers, and return all pages of this contract. A signed copy will be returned to you.

Accepted and approved by _____ for HORSEGATE RANCH

Date _____