

Mahon Quarter Horses
Circle Wind Farm
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<http://users.elknet.net/circlewind>

STALLION SERVICE CONTRACT

Does not guarantee breeding until signed by both parties and returned with Booking Fee.

This Stallion Service Contract is made and entered into by David K. Mahon, agent for the stallion _____ and hereinafter referred to as "Breeder," and MARE OWNER/S _____ for the purpose of breeding one mare to the stallion named for the _____ year Breeding Season for the stud fee of \$_____.

Mare Owner intends to breed the following mare to the above named stallion in the _____ year Breeding Season:

Mare: _____ Breed: _____ Reg. # _____

Registered Owner of Mare: _____

Address of Registered Owner:

Telephone Number: _____

The service is subject to the following terms and conditions:

1. A non-refundable Booking Fee of \$ _____ of the above stud fee is payable with this contract. The balance of \$ _____ is payable prior to the return of the mare after being bred, or naturally covered by the stallion. It is understood that any breeding by shipped cooled semen for transport and Artificial Insemination will not be covered by this contract.

2. The fees for the usual upkeep of the mare during and around the time of the breeding will be covered in the Additions section of this contract (paragraph 15). Veterinary Service and Fees applicable to the Mare will be the sole responsibility of the Mare Owner. It is suggested that the Mare owner make prior arrangements with the Breeder as to the Veterinary Services.

3. Mare Owner agrees to have the mare in a healthy and sound breeding condition and to provide a photostatic copy of registration papers (both sides) and negative EIA (coggins test) to Breeder.

4. Circle Wind Farm and those persons chosen by the breeder to participate in breeding operations agree to diligently try to settle the above named mare and shall follow the direction and guidance of Breeder and Mare Owner's Veterinarian regarding the timing and nature of the breeding. If the mare does not settle, the Breeder shall be held harmless.

5. Should the above named mare die during the breeding season then the Mare Owner may substitute another mare to the above named Stallion as agreed to by both the Mare Owner and Breeder. Mare Owner may substitute a mare within the breeding season, subject to a letter issued by Mare Owner's Veterinarian, if the above named mare is found to not be in sound breeding condition.

6. The Stallion Owner guarantees a live foal for the breeding contract herein. Live Foal is defined as a foal that stands and nurses without assistance. Should the mare prove to not be in foal in the year bred, or should the foal not stand and nurse without assistance, Mare Owner shall notify Breeder in writing within one week of foaling date (or the date Mare proves to not be in foal or loses her foal.) Such notice shall be accompanied by a written statement from a licensed veterinarian verifying that the foal is not "live" as defined above or has been lost as defined above. Under the foregoing circumstances and upon receipt of the specified notice and the original Stallion Breeding Contract, it is agreed that the Stallion Owner shall provide to the Mare Owner for a rehandling fee of \$ _____ a return breeding **the next year only** and to the same Mare originally booked, subject to the same conditions of this contract. If Mare Owner fails to breed the Mare the following year (_____), then any and all fees shall not be refundable; the right to rebreed is canceled and the Stallion Owner and Breeder are released from any further obligation whatsoever.

7. In the event a cremello is produced by the breeding of two registered Quarter Horses, then the mare owner will have the option to rebreed the mare in accordance with paragraph 6 above, **or** register the foal as breeding stock in the American Paint Horse Association registry.

8. The breeding season for this contract shall begin February 1 and close on October 31 of the year covered by this contract.

9. In the event the Stallion should die or become unfit for service before the mare is settled, the balance of the Stallion Fee, if already paid shall be refunded. All other incurred expenses shall be due and not refundable.

10. A Breeder's Certificate will be issued only after the Mare Owner has notified the Stallion Agent by phone or by writing that the Mare has produced a live foal and all bills on the mare payable to Stallion Owner and Breeder have been paid in full. If the Mare Owner transfers ownership of the Mare before foaling, the Breeder's Certificate will be issued to the new Owner upon such transfer, when all conditions of this contract have been met.

11. Interest at the rate of 1.5% per month will be charged on all accounts in excess of 30 days.

12. This contract is not transferable or assignable.

13. Owner recorded on Mare's registration certificate will be recorded on the stallion breeding report.

14. When the Mare Owner signs and returns the booking fee and both copies of this contract and the Breeder has signed, it will then be a binding contract on both parties, subject to the above terms and conditions. This agreement will be governed by the laws of the State of Wisconsin and under jurisdiction of Walworth County.

15. Additions: (if none, write "none")

Mare Owner

Date

Stallion Owner / Agent

Date