



# STALLION SERVICE CONTRACT

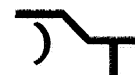
## J BAR T PAINT HORSES

Gary L. or Dawn C. Marx

4875 E. Garton Rd.

Castle Rock, Co. 80104

303-688-3069



This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between Gary L. or Dawn C. Marx, hereinafter referred to as "Stallion Owner", and \_\_\_\_\_ hereinafter referred to as "Mare Owner".

Stallion Owner and Breeding Facility agree to provide breeding services from the Stallion, Next Good Asset, 2006 Gray Tobiano APHA Registration #895,813 (the "Stallion"), for insemination of the Mare, \_\_\_\_\_

Breed \_\_\_\_\_, Registration # \_\_\_\_\_ (the "Mare"), subject to the following terms and conditions:

1. The breeding fee for this Stallion is \$ \_\_\_\_\_ of which a \$150.00 non-refundable Booking Fee is required upon return of this Contract, the balance of which must be paid when the Mare is picked up or when Mare Owner is invoiced.
2. All fees are payable to "J Bar T Paint Horses".
3. A copy of the Mare's Registration papers (both sides) shall be delivered to the Stallion Owner with this contract.
4. The breeding season begins February 1 and closes July 1 of the year covered by this contract.
5. Mare Owner agrees to allow the Breeding Facility to have a qualified veterinarian and/or equine reproductive physiologist/ technician check the Mare for normal breeding conditions and to perform such other services that the Breeding Facility deems necessary for the proper treatment and protection of the mare and/or foal at side.
6. The Stallion Owner and the Breeding Facility are not liable for any sickness, disease, injury or death which may be suffered by the mare and/or foal at side.
7. Neither Stallion Owner nor Breeding Facility or any of their representatives shall be liable for failure of the Mare to get in foal for any reason whatsoever.
8. The Mare Owner agrees to pay all veterinary, technical and board expenses incurred in the care of the mare and/or foal.
9. The Breeding Facility will not release the Mare until such time as all amounts due have been paid in full.
10. In the event of the death or incapacity of the Mare, the Mare Owner shall be allowed to breed a substitute Mare to the Stallion, provided that the Stallion Owner has given advance approval in writing of the proposed substitute mare. No refunds permitted.
11. Stallion Owner guarantees a live foal from the breeding contracted herein. "Live Foal" is defined as a foal that will stand and nurse and survive the first 24 hours. Should the Mare prove not to be in foal, aborts her foal or if the foal is still born, Mare Owner shall notify the Stallion Owner within one week of the foaling date or the date the mare is proved not to be in foal or loses her foal. A written statement from a licensed veterinarian must be sent to the Stallion Owner. A return breeding the following season will be granted if all fees have been paid in full. LCFG- a return breeding the following season for the cost of the booking fee if all fees have been paid in full.
12. Rhinopneumonitis vaccinations must be given at 5,7,and 9 months of pregnancy. Failure to do this will void the Live Foal Guarantee.
13. Should the Stallion die or become unfit to breed this contract shall be void. No fees refunded.
14. In the event that the Stallion is sold the new owner will be obligated to honor the terms of this contract.
15. A Breeders Certificate will be issued to the Mare Owner after all outstanding expenses have been paid and upon notification of the birth of the foal to the Stallion Owner.
16. This Contract is entered into and shall be interpreted and enforced under the laws of the State of Colorado. Should it be necessary for Stallion Owner or Breeding Facility to employ an attorney to enforce any terms of this Agreement, including collection of money owed, Mare Owner shall pay all reasonable attorneys' fees and other expenses related to enforcing this Agreement, commencing in Castle Rock, Colorado.

Mare Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Stallion Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

White--Stallion Owner

Yellow--Mare Owner