

MEMORY FARM QUARTER HORSES
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Stallion Service Agreement and Liability Release

The Stallion Service Agreement and Liability Release is made and entered by and between _____ (hereinafter, “Mare Owner”), and Becky Young (hereinafter, “Stallion Owner”), and Memory Farm Quarter Horses (Hereinafter collectively, “Breeding Facility”), on this _____ day of _____, _____.

Mare and Stallion Owner hereby agree as follows:

1. Purchase of Breeding. Stallion Owner hereby sells and Mare Owner purchases a _____ breed season to the following stallion:

**CHAMPAGNE COOL, QUARTER HORSE, REG. #4335058, PHBA # 82307,
ICHR # QH2003-3075.**

(Hereinafter referred to as “Stallion”), which entitles Mare Owner to breed Mare (defined in paragraph 11) to Stallion during the _____ breeding season, subject to the terms and conditions of the agreement.

2. **Stallion Service Purchase Price:** Mare owner agrees to pay to Stallion Owner the total fee of \$500.00 in U.S. funds (plus applicable sales tax, if any). A non-refundable booking fee of \$100.00 is due and payable at the execution of this agreement and the **balance** of the stallion service fee is due and payable when mare owner retakes possession of mare, or prior to shipment of semen to the location designated by mare owner. An additional booking fee must be paid for each re-breed conducted after the year of initial service.

PLEASE CHECK WHICH BREEDING OPTION YOU WILL BE USING.

3. ____ **Mare Care:** Mare owner agrees to pay for the care and feeding of mare while in breeding facility’s custody at the rate of \$8.00 per day for dry mares; \$ 10.00 per day for wet mares; and \$12.00 per day for show mares. Invoices will be sent monthly.
4. ____ **Cooled Semen Shipping Fees:** In addition to the Stallion Service Purchase price set forth above, Mare Owner agrees to the following for additional shipment

of cooled semen. Payment of all fees must be received in full before semen is shipped.

- A. _____ Pay Breeding Facility before each semen shipment a transported semen fee of \$250.00 (covering costs related to collection, handling, and **next day** ground delivery charges or \$500 (covering cost above plus **same day air freight** charges and courier fees);

- B. **Return Equitainer to Breeding Facility** within twenty-four (24) hours after insemination. If Equitainer is not received within five (5) working days from shipment from Breeding Facility, Mare Owner will be assessed a \$25.00 a day rental fee. If container is not returned a \$350 replacement fee will be charged

- C. **Ordering Cooled Semen:** Mare Owner must notify Breeding Facility by 1pm (CST) the day before semen is to be shipped. Collection days for the 2009 breeding season will be **Monday, Wednesday, and Friday.**

Breeding Facility will submit monthly invoices to Mare Owner for mare care, veterinarian, or farrier, and other obligations pursuant to this agreement, and full payment is required within ten (10) days from the date of each invoice. In the event that Mare Owner fails to make timely payment to Stallion Owner of any invoice sent pursuant to this agreement, Breeding Facility reserves the right to impose, after ten (10) days from the date payment is due, a late payment fee of 12% per annum on all unpaid sums. A business purpose for this transaction is mutually understood. Breeding Facility will not release Mare and/or foal until all charges have been paid to Stallion Owner and Breeding Facility in full.

- 5. **Live Foal Guarantee:** If the Mare Owner's mare is barren, aborts or fails to produce a single live foal that can stand up unassisted and nurse, Stallion Owner will allow Mare Owner a return breeding privilege of the Mare to Stallion (or a substitute mare) for as long as the Stallion owner owns and is using said Stallion for breeding purposes.

- 6. **Extinguishment of Foal Guarantees/Damages:** The purchase price set forth in paragraph 2, above, shall either be retained by or become immediately due and payable to Stallion Owner as liquidated damages and the Live Foal Guarantee above becomes null and void if Mare Owner does any of the following:
 - A. Fails to pay fees due under this contract:

 - B. Takes Mare home before Breeding Facility has a reasonable and sufficient opportunity to settle Mare (that is, having the Mare bred through at least two heat periods or being certified in foal by Breeding Facility's veterinarian); and/or

- C. Breeds the Mare to another stallion in the _____ breeding season without the written permission of the Stallion Owner.
7. **Stallion Owner's Warranties and Disclaimers:** Stallion Owner makes the following warranties and disclaimers, and Mare Owner accepts each one:
- A. Stallion Owner is the sole owner of the stallion referenced in paragraph 1, above, and has full authority and power to transfer title to a breeding season to Mare Owner. The season granted under this contract is free from all liens and encumbrances.
- B. Stallion Owner, Breeding Facility, its agents, employees, representatives, and/or assigns shall not be responsible for any disease, injury, death, theft, or accident to the Mare (and her foal, if any).
8. **Mare Owner's Warranties and Disclaimers:** Mare Owner warrants to Stallion Owner as follows:
- A. Mare Owner is the owner (or Lessee of record) of the mare named: _____ Registration# _____ (which is currently wet, dry, maiden,) or a substitute mare in accordance with live foal guarantee. Mare Owner will present to for breeding to Stallion during the _____ breeding season under this agreement.
- B. Mare is, to Mare Owner's knowledge, free from transmittable illnesses of diseases, and a Health Certificate issued by a licensed veterinarian within the past ninety (90) days will presented at the time mare is delivered to Breeding Facility.
- C. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry/registries and will pay all associated fees or expenses. Mare Owner will be solely responsible for blood typing resulting foal and will pay all associated fees or expenses.
- D. If the Mare is to be brought to the breeding facility, the Mare must be halter broken and reasonably safe for handling and breeding. Mare Owner have its veterinarian check mare for normal breeding conditions and to perform pregnancy testing or such other veterinary services as Stallion Owner deems necessary. Mare Owner shall pay all fees for such veterinary services.

E. Mare Owner will pay Stallion Owner and Breeding Facility's costs and expenses (including reasonable attorney's fees) if Mare Owner has breached any material term of this agreement. Louisiana Law shall govern this agreement and any modifications. If any part of this agreement shall be determined to be in violation of applicable law, the remainder of this agreement shall not be invalidated. Any disputes arising out of this agreement shall be brought in a court of competent jurisdiction located in the State of Louisiana in or near Ruston, Louisiana. Mare Owner agrees to pay any and all costs associated with collections of this debt including, but not limited to, collection agency fees, attorney fees, and court costs as applicable.

9. **Release/Hold Harmless:** Mare Owner agrees to hold harmless and release Stallion Owner, Breeding Facility, and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of being on the premises of Memory Farm Quarter Horses (unless Stallion Owner or Memory Farm Quarter Horses caused the injury, damage, or loss intentionally or in reckless disregard for the safety of the Mare Owner).

Mare Owner agrees to hold harmless and release Stallion Owner, Breeding Facility, and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of the breeding, handling, or keeping of the Mare at Memory Farm Quarter Horses that may accrue from any cause whatsoever (including fire, theft, running away, accidents, illness, injuries or death) during the term of this agreement and/or while the Mare (and foal, if any) is/are in the Breeding Facility's custody and control.

10. **Louisiana Law Warning Notice**

Under Louisiana Law, an equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of the equine activities.

11. **Indemnification:** Mare Owner shall be solely responsible for all acts and behavior of Mare at all times while this Agreement is in effect. In no case shall Stallion Owner, Breeding Facility, and their respective agents, employees, representative, assigns, affiliated persons, and/or others acting on their behalf be liable for the acts and behavior of Mare unless they directly caused the injury due to gross negligence or willful and wanton misconduct on their part in breeding, handling, and/or keeping of the Mare. Mare Owner also hereby agrees to indemnify and hold Stallion Owner and Breeding Facility harmless against all damages sustained or suffered by any third person (not a party to this agreement,

including but not limited to Mare Owner's guests, visitors at Memory Farm Quarter Horses, etc.) that were caused by the acts of the Mare, or her foal.

12. **Substitute Mare/Stallion Owner's Refund Policy:** In the event of the death or incapacity of the mare, Mare Owner shall be required to breed a substitute mare to the stallion. No refunds shall be permitted. In the event of Stallion's death or unfitness for breeding, the breeding fee will be refunded but the chute fee will, at all times, be retained by the Breeding Facility.

13. **Veterinary Treatment:** If farm breeding option is selected, Mare Owner will allow a veterinarian selected by Stallion Owner, or Stallion Owner's Stallion Manager, to check the Mare for normal breeding conditions and to perform reasonable services stallion manager deems necessary (such as pregnancy testing, palpation, etc/). Mare Owner agrees to pay all fees for such services.

14. **Stallion Service Certificate:** Stallion Owner reserves the right to withhold issuance of a Stallion Service or Breeder's Certificate applicable to the breeding hereunder until Mare Owner is current on all payment obligations to Stallion Owner.

15. **Entire Agreement:** This agreement contains the entire agreement between the parties with respect to its subject matter. All prior promises or understandings (either oral or written) between Mare Owner and Stallion shall be void unless contained in this agreement. Modifications to this agreement will only be valid if in writing and signed by both Mare Owner and Stallion Owner.

16. **Assignment:** This agreement is not assignable by Mare Owner without the written permission of Stallion Owner.

17. **Additional Terms and Conditions:**

MARE OWNER:

Signature: _____

Print Name: _____

Date: _____

NOTE: If Mare Owner is a partnership or business entity, Mare Owner must present sufficient proof to Stallion Owner that the signing party has authority by the entity to execute this agreement.

STALLION OWNER OR BREEDING FACILITY:

Signature: _____

Print Name: _____

Date: _____

Cooled semen shipping information:

Ship:

Phone: _____ **Alt.Phone:** _____

Fax # _____

Closest Airport: _____
