

Stallion Service Contract



Check Here if Breeding at Farm

Check here if Breeding with Shipped/Cooled Semen

Mare Owner Information	Mare Information
Owner's Name _____ _____	Mare's Name _____ Breed & Registration # _____
Address _____ _____	Mare is: Barren Maiden Wet In Foal, Due Approx: _____
City _____ State _____ Zip _____	Mare Care: \$ _____ Wet/per day \$ _____ Dry/per day \$ _____ to Foal mare @ Double C Acres
Daytime Phone _____	
Nighttime Phone _____	
Mobile Phone _____	
Email: _____	
Insurance Company: _____	
Business Phone _____	
Policy # _____	
Stallion Name: _____	
Comments: _____ _____ _____ _____	

This contract entered into on the date of acceptance, by and between the designated (Mare Owner) and Stallion (breeder) Owner who mutually agree to abide by the following terms and conditions:

1. Mare Owner agrees to breed the listed mare to the servicing stallion for the specified service fee, which includes a non-refundable booking fee. A photostatic copy of the registration papers of the above-named mare must accompany this contract. The owner recorded on that registration certificate will be recorded on the stallion breeding report.

2. During the term of this contract, and during any return, breeder will provide all services in accordance with accepted standards, including but not limited to hiring a veterinarian for owner's mare at owner's expense. Breeding requires 48-hour notice when Mare Owner wishes to remove his/her mare from the farm to prepare a final statement of account. All accounts must be paid in full when mare departs Double C Acres, Inc.

3. The breeding season for the stallion shall begin Feb. 1st and close June 1st.

4. Should the stallion die or become unfit for breeding purposes or the stallion is sold or otherwise no longer owned by Double C Acres, Inc., prior to the mare being declared in foal, all stallion service fees shall be refunded to the Mare Owner, and this contract shall be considered null and void.

5. The mare will be in healthy and in sound breeding condition, free from infection, contagious disease. A veterinarian's health certificate and current 6 month Coggins Test shall be furnished upon delivery of mare to Double C Acres, Inc. Mare shall be halter broke. Double C Acres representatives have the right to refuse a mare that they deem a danger to anyone at the farm.

6. It is understood that the breeding farm, its owners, employees, veterinarians, and guests will not be held responsible for any accident, sickness, or death to the above named mare and/or her foal. All due care will be exercised by the Stallion Owner and their employees concerning mare and/or her foal. Likewise, the Mare Owner shall not be responsible for any injury, illness, or death to the stallion arising out of the services contracted for in this agreement.

7. Stallion Owner guarantees a Live Limited-Color Foal Guarantee (LCFG) from this breeding contract. Live foal is defined as a foal that stands and nurses without assistance. If a live foal does not result from this contract, the Stallion Owner shall give the Mare Owner A Free Rebreed, or should a Breeding Stock Colt/Stallion arise from this breeding, mare owner is entitled to a Free Rebreed, or should a Breeding Stock Filly/Mare arise from this breeding, stallion owner agrees to offer a Rebreed at \$500.00 off this contract's stated Stallion Service Fee, for the following year only, to the same hores, for the mare originally booked, (unless a substitute mare is mutually agreed upon). All Rebreeds will require a \$250.00 Rebooking/Chute Fee. AQHA mares are NOT eligible for Limited Color

Guarantee if breeding to Tribute To Sierra. At the end of that breeding year, the right to rebreed is cancelled and the Stallion Owner is released from any further obligation. The following conditions apply to LCFG:

a. Mare owner must notify the Stallion Owner if for any reason a Live Foal is not a result of this contract by letter signed by a licensed veterinarian.

b. Failure to provide the mare serviced by this contract Equine Rhino vaccinations in a timely fashion on a schedule recommended by the vaccine manufacturer will render the live foal guarantee null & void.

c. There will be no guarantee of live foal for mares leaving before the mare is deemed safe in foal as per 30 day sonogram by the attending veterinarian, or who have had their labor artificially induced, or have been returned to an active performance career.

8. A Breeders Certificate will be issued upon notification of the birth of the foal, providing the Mare Owner has paid all accounts.

9. Stallion has been blood-typed. The semen has been analyzed and tested and is free from infectious and contagious disease. Sperm count, motility, collection and packaging procedures meet and/or exceed industry standards.

10. Responsibility for insurance and risk of loss passes to the Mare Owner with this contract. Owner assumes the unavoidable risks inherent in all horse related activities, including, but not limited to the semen shipping container, owner's horse(s), owner and family members. Owner agrees to look solely to his insurance for compensation for any such loss, and further agrees to indemnify and hold harmless the stallion breeder, his family and employees.

11. In the event it becomes necessary to refer debts arising from this contract to an attorney for collection, or if suit is instituted hereon, Mare Owner agrees to pay all reasonable court costs and attorneys fees incurred in the suit or collections. Payment past due thirty (30) days is considered a default and breeder is entitled to a possessory lien against owner's horse(s). Owner further agrees that this contract is made and entered into in the County of Burke, in the State of North Carolina, and that it shall be interpreted, enforced and transacted under the laws of said state, and within the designated county, regardless of the manner of breeding solicitation.

Further Requirements for Cooled/Shipped Semen (All Fees must be Paid before Semen will be Shipped)

1. Each shipment of semen shall incur a Shipping & Handling Fee of \$200.00 which includes a Fed Ex overnight transportation. Airline Counter to Counter shipping fees are subject to fees charged by the airline and may include courier charges. Unused balance of this deposit will be refunded at the end of the breeding year. If mare owner has an active credit

3. Use of Double C Acres, Inc. Equitainer will incur a \$30.00 Rental Charge which will be charged to the Container Deposit. After receipt and use of semen, the container must be returned via 2nd day air to the farm. A Late Fee of \$25.00 per day after _____ days will be charged to the Container Deposit for late returns.

4. Semen will be collected on breeding days only (on an every other day basis). Semen orders must be received by 4:00 pm EST on the day before the requested collection date. Late orders will be filled if possible, but not guaranteed.

Semen orders will be filled in this order of priority:

a) All mares on premises of Double C Acres, Inc. will be serviced first.

b) If there is insufficient semen to fill all orders of a given day, the farm veterinarian will determine which orders will be honored. This decision will be based on the information provided by the Mare Owner's veterinarian.

5. Semen shall be provided only to healthy mares in sound breeding condition as determined by a licensed veterinarian. If the mare is barren or open, Double C Acres requires the submission of a recent negative intrauterine culture and biopsy. Wet and maiden mares over 3 years of age are required to be examined by a veterinarian either by palpation or ultrasound.

6. Mare Owner is entitled to 2 semen shipments per estrus cycle, not to exceed 3 cycles in a breeding year. Mare must be inseminated on the day of delivery and must be used for the designated mare only. If mare has not conceived under these circumstances, she must be delivered to Double C Acres for evaluation and insemination. Should the mare be examined by Double C Acres attending veterinarian and deemed to be unbreedable, a substitute may be negotiated between Double C Acres and the Mare Owner.

7. Purchaser agrees to have the mare examined for pregnancy by a veterinarian at 18-20 days post ovulation and again at 45 days. Double C Acres is not responsible for lost, delayed, or damaged semen and makes no representation or warranties of any kind with respect to semen except that it is the above named stallion's specimen and was viable semen at the time of shipment. This contract cannot be assigned or transferred without prior consent.

Accepted on _____ 200__

X _____
Signature of Mare Owner / Agent

X _____
Signature of Breeder/Agent

card on file with Double C Acres, you will not be charged the container deposit, unless loss or damage is incurred to of any or all of its parts.

2. A Container Deposit of \$ _____ will be refunded at the end of the breeding year. Cooled semen will be shipped in Hamilton/Thorne Equitainers via Federal Express Monday through Friday. Containers must be returned clean and undamaged. If ballast bags, coolant cans, or containers are missing or damaged, the Mare Owner will be charged for replacement.

PLEASE RETURN ORIGINAL TO DOUBLE C ACRES
4800 Pax Hill Road - Morganton, NC 28655
Phone: (828) 758-5203
Fax: (828) 758-9958

Form of Payment:

Check _____ Cash _____ Cashiers Check _____ Visa _____ MasterCard _____

Name: _____

Address: _____

Credit Card No. _____

Expiration Date: _____

Security Code: _____ (on backside of your credit card - last 3 or 4 digits)

Your Signature: _____
