



**STALLION SERVICE – FARM & COOLED SEMEN CONTRACT**

WITNESS THIS AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between TIEN QUARTER HORSES, hereinafter referred to as “Farm”, and \_\_\_\_\_, herein referred to as “Mare Owner”.

WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name of \_\_\_\_\_, with the \_\_\_\_\_ Registry, Registration No. \_\_\_\_\_, foaled \_\_\_\_\_, and

WHEREAS, Mare Owner wishes to breed said mare as above described to the stallion, \_\_\_\_\_, AQHA Registration No. \_\_\_\_\_.

<i>Two ID Sweet Buck</i>	<i>AQHA # 5444755</i>
<i>Watch Mr Chic</i>	<i>AQHA # 3588123</i>
<i>Two ID Gold Label</i>	<i>AQHA # 5661823</i>

IT IS NOW THEREFORE AGREED between the parties as follows:

**Booking and Stud Fees**

(A) Mare Owner agrees to pay a non-refundable booking fee of **\$250.00** with this contract to reserve a breeding for the year of **2019**, which shall be credited against the stud fee.

(B) Farm hereby agrees to breed the stallion, \_\_\_\_\_, as above-described to the mare belonging to Mare Owner as above described, for the stud fee of individual following horse.

<i>Two ID Sweet Buck</i>	<i>\$750.00</i>
<i>Watch Mr Chic</i>	<i>\$750.00</i>
<i>Two ID Gold Label</i>	<i>\$500.00</i>

If Mare Owner breeds 2 or more mares/year a multiple mare discount is applied and the stud fee per mare is as follows.

<i>Two ID Sweet Buck</i>	<i>\$700.00</i>
<i>Watch Mr Chic</i>	<i>\$700.00</i>
<i>Two ID Gold Label</i>	<i>\$400.00</i>

**PLEASE CHECK WHICH BREEDING OPTION YOU WILL BE USING.**

**ON FARM \_\_\_\_\_ COOLED SEMEN \_\_\_\_\_**

## ON THE FARM BREEDING

### Mare Care and Board

Mare Owner agrees to pay Farm, the sum of **\$8.00** per day for dry mares; **\$9.00** per day for wet mares. This amount will be charged per calendar day, or portion thereof, in which the mare is in the custody or control of Farm.

The full amount of the stud fee as set forth above and mare care, veterinary expenses, farrier expenses and other related charges shall become due and payable prior to delivery of the mare to Mare Owner.

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**The following fees must be paid a minimum of ten (10) days before any “Cooled Semen” will be shipped:**

1. (A) The balance of the Stud Fee for chosen stallion

<i>Two ID Sweet Buck</i>	<b>\$500.00</b>
<i>Watch Mr Chic</i>	<b>\$500.00</b>
<i>Two ID Gold Label</i>	<b>\$250.00</b>

(B) The Mare Owner will be billed **\$250.00** for the first shipment of cooled semen and **\$250.00** for each additional shipment if necessary. Farm will pay the shipping costs. Semen will be sent in an Equine Express II container and shipped Federal Express Priority Overnight. Weekend shipments are not available.

2. **I understand that I must comply with the following:**

- (A) Consult Farm as to their days of collection.
- (B) Notify Farm 48 hours before a desired shipment.
- (C) Confirm your semen order before 9 a.m. CST on the day of the shipment.

3. Farm is not responsible for the untimely delivery or condition of the “cooled shipped semen”, as we have no control of the shipment after it leaves our premises.

4. I understand that the burden of conception is placed almost entirely on me, the Mare Owner, and veterinarian or technician. I understand that the mare must be bred immediately, on the same day semen is received, and proper methods of handling must be used.

5. Confirmation of pregnancy must be submitted to Farm when the mare is 45 days in foal. Farm will be held harmless if mare fails to settle for any reason.

6. **A Live Foal Guarantee** will only apply if the above conditions are met.

## **General Conditions**

This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal, which stands and nurses without assistance. It is the Mare Owners responsibility to administer rhinopneumonitis vaccinations at 5, 7 & 9 months of the mare's pregnancy. If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege for the following breeding season only if the notification procedures as set forth below are followed.

None of the above-described fees shall be refundable except as described below. However, Farm guarantees a return breeding for the following breeding season for said mare or an approved substitute should a "Live Foal" not result from this mating. Should this mating not produce a live foal, it must be evidenced by a statement from a licensed veterinarian within one week from the date of death of the fetus, or in the alternative, a sworn statement from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown.

Should the above named stallion die or become unfit for service for any reason, then this contract shall become null and void and both parties are relieved of any further obligation hereunder, and any monies paid by Mare Owner toward the stud fee shall be refunded to the Mare Owner for any mare that is not settled or would qualify for rebreed privileges. If mare dies, or becomes unfit for breeding, the Mare Owner is entitled to return privileges with a suitable mare approved by Farm.

Mares shall be in healthy and sound breeding condition. Mare Owner will furnish Farm with a current negative Coggins Test and health record including proof of current vaccinations upon arrival at Farm. The Farm reserves the right to refuse to accept any mare which is not in proper condition, or which does not have all the records, tests and registration documents as required herein. Mare Owner authorizes Farm, to engage performance of such other veterinary services as Farm may deem necessary for the proper treatment, care and protection of the mare and/or foal at side. This is to be done at the Mare Owners expense and will be billed and payable as above described.

The Farm agrees to diligently try and settle the above named mare and shall have sole discretion of determining the best method of breeding such mare. If, however, the mare does not settle, the Farm shall be held harmless.

A breeder's certificate will be issued to Mare Owner after all expenses have been paid in full and upon notifications of the birth of the foal.

### **Waiver of Liability**

It is understood that the breeding farm, its owners, employees and guests shall not be liable for any sickness, disease, injury, escape, disability or death of any horses on its premises. The above named Mare Owner, whose horse(s) is (are) under the care of Tien Quarter Horses will not be liable or responsible for any damage, injury or death to the breeding farms stallions, employees, veterinarians or other animals in the care of Tien Quarter Horses, whether or not caused by his horse.

**Warning-**

**Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to sections 1 through 4. You are assuming the risk of participating in this domestic animal activity as described in Chapter 290 (1994).**

It is understood that the breeding season for Farm commences on February 15 of the calendar year and terminates July 15 of the same calendar year. Mares do not come into season or are not settled within said breeding season, as above-described, shall be carried over to the following year, or may be rebred during the following heat(s) if it is practical for the Farm to do so.

In the event Mare Owner does not leave the mare at the breeding facility for twenty-five days following last breeding for purposes of a pregnancy test, mare owner assumes all responsibility for pregnancy testing. Mare Owner agrees to have said mare pregnancy checked by a veterinarian within forty-five days from the date of last breeding and provide said information to Farm within five days from the date of said pregnancy check.

Sale of the mare by Mare Owner to another party or parties will terminate the live foal guarantee as set forth above and described in this contract unless same is acknowledged and accepted in writing by Farm.

This contract represents the entire agreement between the parties. No other agreements, promises or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Kansas and shall be enforced and interpreted in accordance with the laws of said State.

In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

When the above named Mare Owner signs and returns this contract to the Farm, it will then be a binding contract on both parties, subject to the above terms and conditions. This contract is not valid unless completed in full and may not be altered or amended, except by written mutual consent of all parties herein.

**Please sign, enclose appropriate fees, a photocopy of the mare's Registration Papers and all pages of this contract. A signed copy will be returned to you.**

I accept the above agreement.

\_\_\_\_\_  
Mare Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please Print Above Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

Approximate date desired semen shipped \_\_\_\_\_

Mare Due to Foal/Approximate date \_\_\_\_\_

Accepted and Approved by: \_\_\_\_\_ For Tien Quarter Horses on \_\_\_\_\_