



Terry Bradshaw Stallion Management

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Stallion Service Contract

This contract made and entered into this day of _____, 20____, by and among Terry Bradshaw Quarter Horses, Inc., referred to as BREEDING FARM and _____ (*owner of mare*) herein referred to as Mare Owner or Lessee. All rights and responsibilities between the parties for the 20__season are set forth in this contract.

Mare owner agrees to breed the mare named _____

Registration # _____, Breed _____ ("the Mare"), to the Stallion, _____

Registration # _____, Breed _____ ("Stallion"), during the 20__breeding season (commencing February 1, and ending June 15).

1. Mare Owner shall pay a non refundable booking fee of \$ _____ (USD) payable upon execution of this contract.
 - A. FOR ON SITE BREEDING: The balance of \$ _____ for Stallion Fee shall be payable upon receipt of an invoice or before mare is picked up from the breeding facility. All other expenses including board shall be payable monthly, AND paid in full when the mare is picked up from the breeding facility. The Breeding Farm requires a 48 hour advanced notice when the mare owner intends to remove the mare from the Breeding Farm.
 - B. FOR COOLED SHIPPED SEMEN: The balance of \$ _____ for the Stallion Fee shall be due and payable 10 days prior to ordering semen. All requests for transported cool shipped semen shall be filled as received, subject to availability of semen, and at the sole discretion of the Breeding Farm. It is hereby understood that mares located on the Breeding farm will be serviced first.
2. Mare Owner warrants that the mare is healthy, in sound breeding condition, is halter broken and registered with the breed association shown above. Breeding Farm retains the right to require a negative uterine culture or equine cytology with sensitivity test for barren mares or any mare requiring more than (3) semen shipments in a breeding season. A current, legible copy of the mare's registration papers (both sides) must be attached to, and will become a part of, this Agreement.

3. The Breeding Farm requires the mares vaccination and deworming records as well as current coggins test upon mares arrival to the breeding farm. In the event the documentation is not provided the breeding farm shall have the attending veterinarian perform these test and procedures at the mare owner's expense.
4. All parties agree to diligently try to settle mare. Should mare not settle, mare owner will hold the Breeding Farm harmless from any resulting loss or damages. Breeding Farm shall not be liable for any injury, sickness, disease or death of Mare or her offspring arising from the exercise of the breeding rights and privileges granted herein.
5. Mare Owner agrees and understands that it is mare owner's financial responsibility to provide Mare with proper veterinary care and veterinary services. Mare owner understands that if Owners horse is or appears sick or injured, Breeding Farm will first try to contact Mare Owner. If Mare Owner is unavailable, or Mare has an emergency, Mare Owner gives Breeding Farm authority and permission to call the first available veterinarian or administer such care as Breeding Farm deems necessary.
6. Live Foal Guarantee (LFG). Stallion Owner provides limited guarantee that a single "Live Foal" will result from the breeding privilege granted herein. The term "Live Foal" means that a foal stands alone, nurses, and lives for twenty- four (24) hours. If a Live Foal does not result from the breeding Mare Owner will be entitled to rebreed mare to stallion in the following breeding season only. Thereafter the Mare Owner will be subject to a \$500.00 chute fee plus any increases in stud fee if applicable.
 - A. Mare Owner must notify Breeding Farm within 48 hours of foaling that the mare did not produce a live foal; and
 - B. Within fourteen (14) days after the mare owner's notice to the Breeding Farm, the mare owner certifiers to the breeding Farm that the birth was properly attended. Provide proof of Rhino vaccinations administered within the intervals recommended by the drug manufacture.
 - C. The Mare is sold without notice to the Breeding Farm.
 - D. In The event a foal is found to be HYPP- H/H Mare owner may rebreed the following year for a \$500.00 chute fee
7. Mare owner shall not sell or assign this breeding contract without prior written consent of the Breeding Farm. There shall be no substitution of mares without the express written consent of the Breeding Farm. Any attempt to assign or substitute without prior written consent of the Breeding Farm will terminate this Agreement and release the Breeding Farm from all obligations contained herein.
8. Embryo Transfer. If more than one embryo results from a breeding during embryo harvesting, Mare Owner must pay an additional Stallion Service fee within sixty days (60) days of confirmed pregnancy in order to receive a certificate for the additional foal(s). However, if mare has a twin birth resulting in two foals that stand and nurse an additional certificate will be issued at no extra charge.
9. It is further agreed that if the Mare dies before producing a live foal or becomes unfit to breed before being pronounced safe in foal, the Mare owner may breed a substitute mare for the current breeding season or the following season only. No stud fees will be refunded.
10. WARRANTY. NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERD BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE THAWED WITHOUT LOOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISITICS IS GIVEN BY THIS AGREEMENT.

11. In return for the use, today and on all future dates of the property, facilities, and services of the Manager, (herein collectively referred to as "Facilities") the Owner, his/her heirs, assigns, and legal representatives, hereby expressly agree to the following:

A. Owner acknowledges and represents he/she has been provided notice of and has read the Oklahoma Equine Activity Statute, [76 Okl. St. Ann. § 50.1 - 50.4](#) ("The Act"), and understands and agrees that this Agreement extends the waiver of liability available to Manager pursuant to the provisions of the Act.

B. It is the responsibility of the Owner to carry full and complete insurance coverage on his/her horse, personal property, and on Owner.

C. Owner agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE OWNER'S USE OF OR PRESENCE UPON THE FACILITIES including without limitation, but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.

D. Owner agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents, including but not limited to those listed in the opening paragraph, completely free and harmless and not liable of and from all liability whatsoever and AGREES NOT TO SUE them or any of them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Owner's use of or presence on the Facilities, including, without limitation, claims or suits based on death, bodily injury, property damage, (including consequential damages), except if such damages are caused by the direct, willful and wanton negligence of the Manager its agents or employees.

E. Owner agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, in substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

F. Owner agrees to indemnify and to hold harmless the Manager, its affiliates, and their respective officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of Owner, its officers, directors, agents and employees. The Manager, in its sole discretion, shall select counsel to defend any action pursuant to this indemnity. The Manager may elect to settle or compromise any claim or cause of action for which indemnification is sought from Owner without the permission of Owner. To the extent Owner fails to promptly provide indemnification after ten (10) days notice by Manager, Owner shall be responsible for Manager's attorney fees incurred in the enforcement of this Indemnification provision.

G. Owner agrees to abide by all of Manager's rules and regulations of which Owner is apprised.

H. Owner's horse brought to the Facilities shall be free from all infection, contagious or transmissible disease. Manager reserves the right to refuse to admit or to quarantine Owner's horse, if not in proper health or deemed to be unhealthy, dangerous or undesirable by Manager, in Manager's sole discretion.

I. This Agreement may not be modified except by amendment reduced to writing and signed by both Manager and Owner. No waiver of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof.

Please provide name, address and telephone number of your Mortality Insurance Company's Emergency Contact information. If the mare is not insured please indicate below.

This mare is NOT Insured

Insurance Company: _____ Agent: _____

Emergency Contact Number: _____

Policy Number: _____ Policy Period: _____

Contact and Billing Information-not the shipping location

Billing Name and Farm Name: _____

Billing Address: _____

City, State/Province, Zip _____

Daytime Phone: _____ Evening Phone: _____

Fax Number: _____ Cell Number: _____ E-mail address: _____

(Mare owner's (or authorized agent's)

Stallion owner (or authorized agent)

Fees:

Pasture Dry \$ 10.00 per day
Pasture wet \$ 12.00 per day
Stall Dry \$ 14.00 per day
Stall Wet \$ 16.00

Foaling Fee \$ 400.00
Shipped Semen \$ 250.00 Fed Ex - \$ 350.00 Counter to Counter
Farm Pick Up \$125.00