

Check here if breeding at farm

Stallion Service Contract

Check here if breeding with cooled semen

Mare Owner Information

Mare Owner Information

Owner's Name			Mare's Name Registration		
Address			Mare is: <input type="checkbox"/> Barren <input type="checkbox"/> Maiden <input type="checkbox"/> In Foal, Due Approx.: _____		
City	State	Zip	Paid by check number: _____ \$ _____, Booking Deposit \$ _____ Due with Contract, \$ _____ Due on delivery of Mare to Farm		
Daytime Phone		Nighttime Phone			
Insurance Company	Business Phone	Policy #			

Servicing Stallion:

\$ _____ Stallion Service Fee Check # _____

This contract is entered into on the date of acceptance, by and between the designated mare owner and stallion breeder who mutually agree to abide by the following terms and conditions:

1. Owner agrees to breed the listed mare to the servicing stallion for the specified service fee which includes a non-refundable booking deposit.

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.

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

4. Invoices are due and payable by the 15th of the month to avoid 18% per annum late fee. Owners account must be paid in full prior to taking possession of the mare or prior to any shipment of cooled semen.

5. Breeder offers a live foal guarantee. If the mare does not settle, produces a foal that is ineligible for regular registry, stillborn, or unable to stand and nurse. Guarantee is limited to the stallion service fee only. Breeder is held harmless from all liability, and owner is entitled to a free return service the following year only if all services have been performed by a licensed veterinarian and under these conditions:

a. Mare must be halter broke, free from infectious or contagious disease, wormed regularly, vaccinated annually for EW, strangles and rhinopneumonitis, and certified in good physical and sound breeding condition prior to her delivery to the breeding farm and thereafter, during her pregnancy. A Negative Coggins and copy of her Registration Certificate is required. All mares arriving at Fossil Gate Farms shall receive a strangles vaccination regardless of previous vaccination history.

b. Breeder must be informed of any foal death within 7 days, and of miscarriage within 30 days by certified letter, return receipt requested.

c. Mare must not have had her labor artificially induced, nor may she have been returned to an active performance career. Breeder has been allowed to breed through 3 heat cycles.

d. There will be no guarantee of a live foal for any mare leaving Fossil Gate Farms before the mare is deemed safe in foal as per 24 day sonogram evaluation by the attending veterinarian.

6. The current mare owner will be liable for an additional service fee if a free return service has been issued as the resultant foal was registered as a breeding stock, and if it is later advanced to the regular registry.

7. Should the stallion die or become otherwise unfit for breeding purposes prior to the mare being declared in foal, then all stallion service fees shall be refunded to the mare owner. In the event the stallion is sold or otherwise is not owned by Gary and/or Linda T. Gordon then the LFG shall immediately become null and void upon transfer of such ownership.

Additional conditions for mares Bred with Transported Cooled Semen

8. The Stallion Service Fee and all additional fees must be paid in full prior to shipment by certified cashier's check or credit card.

9. Owners shall receive up to three (3) shipments of cooled semen for the listed stallion service fee. In the event the mare does not conceive on the third shipment, mare must be serviced at Fossil Gate Farms. Breeder's responsibility is to ship semen in viable condition to mare owner. Mare must be inseminated on the date of delivery by a licensed veterinarian. The semen may be used for the designated mare only.

10. 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 packing procedures, meet &/or exceed industry standards.

11. All shipping & delivery fees are at owner's expense. Requests for semen must be received 24 hours prior to shipping on a regularly scheduled breeding day. Any semen orders that are called in the same day as collection and shipping will be assessed an additional charge. All requests for semen shipments shall be filled as received, subject to availability. If there is insufficient semen to fill all orders on a given day, the farm veterinarian will determine which orders are to be honored. This decision will be based on information provided by the purchaser's veterinarian. If the mare does not conceive or produce a live foal eligible for regular registry & shipments are required the following year, a \$300 laboratory & processing fee will be assessed plus shipping charges.

12. Shipped semen service charge will be as follows: (1) US & lower 48 states - \$275.00- Federal express priority overnight per shipment. \$325.00- Counter to counter per shipment, (2) All Canadian shipments will be an additional \$25.00. A shipping container can be provided on request, as soon as it becomes available for a \$50 rental fee and a \$250 container deposit which will be refunded upon completion of the contract. The container must be shipped back to the breeder by overnight carrier at owners expense with 48 hours of shipping date, unless the breeder is notified of a lost or stolen shipment of the contract will be voided. A late fee may be added for all late returns on equitainers.

13. A breeders certificate will be issued to mare owner after all expenses have been paid in full and upon notification of birth of foal.

14. 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 semen, shipping container, owner's horse(s), owner and family members. Owner agrees to look solely for his insurance for compensation for any loss, and further agrees to indemnify and hold harmless, the stallion breeder, his family, and employees.

15. 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 attorney's fees incurred in the suit or collections. Payment past due thirty(30) days will be considered a default and breeder is entitled to a possessory lien against owner's horse(s).

16. Owner further agrees that this contract is made and entered into in the County of Denton, in the State of Texas, 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.

17. Owner's signature on this contract certifies that he/she has read and fully understands all the terms and conditions outlined herein, and accepts this contract as a legal and binding instrument on behalf of owner, owner's heirs, successors and assigns. This agreement constitutes the entire agreement between the parties. No other agreements, whether verbal or implied, are included. This contract may not be transferred or assigned.

Accepted on _____ 20 ____

X _____
Signature of Mare Owner/Agent

X _____
Breeder's Signature

FOSSIL GATE FARMS
P.O. BOX 980
ROANOKE, TX 76262

940-240-8071 HOME
940-240-8072 BARN
fgfarms@swbell.net

*This contract is for the 20__ Season

Please sign and return two copies of this contract with your Booking Deposit