

This **ON-FARM STALLION BREEDING CONTRACT** for the breeding season of _____ made and entered into on this _____ day of _____, 20____, is by and between Arroyo Quarter Horses (hereby further referred to as the farm) and Jessica Arroyo (hereby further referred to as stallion owners), and _____, hereinafter designated Mare Owner. Mare Owner agrees to breed the Mare _____, Breed _____ Reg # _____, to the Stallion **Ultimate Protection**, for the Stud Fee of **___\$850.00___**, for a live foal, subject to the following conditions:

A booking fee of **\$250** (APPLYS TOWARDS STUD FEE) and the **___\$850.00___** stud fee must be paid prior to the mare being bred. The booking fee is non-refundable. The Stallion Owner or Stallion Manager requires 48 hours advance notice when the Mare Owner wishes to remove his mare(s) from the farm.

Mare care will accrue from the date of mare's arrival at the rate of \$10 per day dry or \$12 per day wet. *See attachment 1*

Mare and foal will be periodically vaccinated and wormed as deemed necessary by our veterinarian or barn manager at the Mare Owner's expense. It is recommended mares be wormed and vaccinated within 60 days of entering the farm.

The Mare Owner shall agree that each mare offered for breeding shall be in sound breeding condition and free from infection or disease. An Endometrial swab and cytology culture will be performed after the mare arrives at the farm - unless one was done just prior to her coming in. Any mare certified by the attending Veterinarian not to be, in his opinion, in sound breeding condition shall not be bred. A Mare Owner may not substitute another mare within that breeding season unless specifically approved and entered into in writing by both mare owner and stallion owner or manager.

The Stallion Owner and/or manager, agrees to diligently try and settle the above named mare and shall have sole discretion of determining the best method of breeding such mare (live cover or AI). If, however, the mare does not settle, the Stallion Owner and/or manager shall be held harmless. If the mare fails to settle, the mare may be brought back the following season or another mare may be substituted with written approval from the stallion owner. No refunds are given. There will be no guarantee of a live foal for any mare leaving Arroyo Quarter Horses before being checked "in foal" by the attending veterinarian or approved technician.

This is a Live Foal Guarantee. A live foal is described as a newborn foal that stands and nurses without assistance. If the foal will not stand and suck, and death occurs, the Mare Owner will be entitled to a free breeding during the season of the following year only, and to the same Mare. This guarantee does not include death from injury to the foal. Only the Stud Fee is free, all other fees apply, and are the responsibility of the Mare Owner. This Guarantee will apply only if Stallion Owner is notified within 7 days from the time of death of the foal. This notice must be accompanied by a statement from a licensed veterinarian. The Mare Owner must pay any board, and/or veterinary charges if Mare returns for a re-breeding. Mare Owner agrees that Stallion Owner and/or Manager does not make any guarantees as to the quality, or conformation of the foal nor that the foal will be free of any infirmity, conformation defect, disease, or inherited trait.

The breeding season for this contract shall begin January 01, 20____ and close June 31, 20____ unless other arrangements have been made.

It is further agreed that should the above named Stallion die, or become unfit for service, or, if the above named mare dies, during the breeding season then the Mare Owner may substitute another mare, breed the above named mare to another stallion on the farm that is agreed to by both the Mare Owner and Stallion Owner, or have the stud fee refunded.

A breeder's certificate will be issued to Mare Owner when a visual or photographic proof of foal with mare is provided to Arroyo Quarter Horses.

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

This contract is non-assignable and non-transferable.

The mare owners signature on this contract attests to the fact that the owner has read and understood all the terms outline herein and accepts this contract as a legal and binding instrument on behalf of the owner, owners heirs, successors and assigns. This contract constitutes the entire agreement between the parties. No other agreements, whether verbal or implied are included..

Further agreements between mare owner and stallion owner are listed here. If nothing is listed there are no additional terms or agreements. The mare will be kept on a regular de-worming, vaccination, and farrier rotations which will be billed to the owner. If you'd like any further services, please check the following and it will be added to your monthly bill. The fee list is at the bottom of this page.

1. _____ Foal imprinting and teaching foal to lead
2. _____ Having mare blanketed
3. _____ Having the dentist float mare's teeth
4. _____ Keeping mare groomed and clipped
5. _____ Feet trimmed

Mare Owner's (or authorized agent's) Signature _____

Mare owners Name: _____

Phone (+area code): _____

Wk/Cell # _____

Address: _____

City, State, Zip: _____

Email address: _____

Stallion Owner's Signature _____

RULES FOR STALLION SERVICE

Please Read Carefully!! If you do not understand something please ask us to explain!!

A. The Stud Fee for Ultimate Protection is \$ 850.00. The Booking Fee of \$250.00 is due with the signed STALLION SERVICE CONTRACT. Mares should be booked early. A Copy of the MARE'S REGISTRATION PAPERS (both sides) must also be included with the signed Contract along with a completed REPRODUCTIVE HISTORY QUESTIONNAIRE contained in Enclosure 1.

C. The Stud Fee, is due before mare is bred and the remaining fees (veterinarian, board, etc.) must be paid in full before the mare leaves the farm. Arroyo Quarter Horses, Inc. will provide a detailed written list of all the fees that may have occurred. **MARE WILL NOT BE RELEASED UNTIL ALL FEES AND CHARGES ARE PAID.**

D. All other fees and expenses will be billed on a monthly basis. A finance charge of \$35 and 1.5% of the unpaid balance will be charged on all balances remaining due past thirty (30) days.

E. NO ONE IS ALLOWED ON DAYS THAT MARES ARE BEING BRED. A 24 HOUR NOTICE MUST BE GIVEN BEFORE ARRIVING.

F. Live Foal Guarantee: If the Mare does not produce a live foal in _____, a rebreed will be allowed for the same mare or a substitute mare for the _____ season only.

G. Mare (and foal, if applicable) will be periodically vaccinated and wormed as deemed necessary by our Veterinarian or barn manager at Mare Owner's expense. Every effort will be made to insure that your mare (and foal) receive the best care possible.

H. Mare owner agrees to give Arroyo Quarter Horses permission to post any pictures of foal once born.

I. THERE IS A \$150.00 HANDLING FEE of mare. GOOD THROUGH THE ENTIRE BREEDING SEASON.

Board: wet (with foal) mare paddock \$12 per day, stall \$15 per day

Board: dry (without foal) mare paddock \$10 per day, stall \$12 per day

Farrier Trim feet \$40,

Hauling \$.50 per mile, \$60 minimum

Wormer: Ivermectin \$12

Worm foal Strongid-p \$6

Foal imprinting and teaching foal to lead \$150 per foal/month

Having mare blanketed \$50/month

Having the dentist float mare's teeth: depends on how much has to be done (approx. \$65)

Keeping mare groomed and clipped \$45/month