

Plain Ole Freckle
STALLION SERVICE CONTRACT

WITNESS THIS AGREEMENT this ____ day of _____, 200__, between University of California at Davis, hereinafter referred to as "Farm," and _____, hereinafter 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, **Plain Ole Freckle**.

IT IS NOW THEREFORE AGREED between the parties as follows:

Booking and Stallion Fees

(A) Mare Owner agrees to pay a non-refundable booking fee of \$250.00 to reserve a breeding for the year 200____, which shall be credited against the Stallion Service Fee. Remaining balance due when the mare is delivered for breeding or semen is shipped. If the foal should fail to stand and nurse within 24 hours of delivery, the mare should fail to conceive, or the mare should abort the fetus the Mare Owner is entitled to a rebreeding for the next breeding season only.

(B) For the stallion service fee of \$750.00, excluding mare care, Farm hereby agrees to breed the stallion, **Plain Ole Freckle**, as above described to the mare belonging to Mare Owner as above described. In the case of cooled/shipped semen, owner agrees to pay \$150.00 for two (2) shipments and the cost of return shipping of the container within 3 days after receiving the container. If the container is not returned within the 3-day period Mare Owner agrees to pay \$5 per day until the receipt of the container by Farm.

(C) The booking fee as set forth above and the accrued board, veterinary expenses, mare care, farrier expenses, and other related charges shall become due and payable prior to delivery of the mare to Mare Owner. Farm shall have a lien against the mare, any foal at side and the produce of the mating which is the subject of this Agreement until such time as any and all charges are paid in full; said lien shall survive any transfer of possession. Mare Owner agrees to pay all charges when due and should Mare Owner fail to do so, Farm shall be entitled to recover any costs, expenses and attorney's fees expended in collection. In the event collection of Owner's account is placed in the hands of an attorney, Owner agrees a minimum fee of \$250.00 shall be assessed as attorney's fees.

Mare Care and Board

Mare Owner agrees to pay Farm, the sum of \$13.00 per day for dry mares; \$15.00 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. All mare care charges, including any charges of horseshoeing, veterinary care or similar charges shall be due and payable prior to the return of mare to Mare Owner. In the event the above-named stallion stands at a commercial breeding and/or boarding facility, said facility will be considered an independent contractor for purposes of this agreement.

Mare Owner is entitled to pay the sum of \$200.00 to have the mare foal on Farm's premises. Mare Owner shall pay board associated with the foaling of their respective mare according to prices of that year. Mare Owner shall pay all veterinary expenses incurred in connection therewith pursuant to the terms set forth herein.

Mare Owner hereby states that he has inspected the premises of the breeding facility, including the facilities in which the mare is to be kept and is satisfied with their condition, upkeep and safety. Mare Owner agrees that the standard of care to be imposed upon Farm is that of ordinary care of a prudent

Please initial if mare owner understands the above agreements: _____

horse owner and not that of compensated Bailee.

General Conditions

This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal, which stands and nurses without assistance. 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. In addition to board and veterinary costs, there will be a \$150.00 re-breed fee for breeding in the subsequent year.

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" as above described not result from this mating. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated 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.

In the event of the death of the above-named stallion, this contract shall become null and void. No money shall be refunded to mare owner except the booking fee if the mare has not been bred. In the event of the stallion's death prior to the delivery of a live foal, the live foal guarantee as above described shall become null and void. Should the mare die subsequent to payment of the booking fee but prior to breeding, only the booking fee will be refunded to Mare Owner. No other fees or charges are refundable except as described in this paragraph.

Mare Owner agrees to furnish a negative Coggins Test (Swamp Fever) if coming from out of state prior to mare's arrival at the breeding farm. All mares shall be accompanied upon arrival by a health certificate indicating a current vaccination for equine influenza, tetanus, and encephalitis. Mares not accompanied by said certificate will be vaccinated shortly after arrival at Farm at the expense of Mare Owner. Mare Owner understands and agrees that upon arrival at the breeding facility, the mare may be cultured and examined by a licensed veterinarian selected by Farm, at Mare Owner's expense. 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 Owner's expense and will be billed and payable as above described.

In the event of colic or life threatening illness of the mare, all means available will be utilized to save said mare unless otherwise instructed by Mare Owner, including surgery if recommended by the veterinarian. Mare Owner shall pay any and all costs in connection therewith. Mare owner will try to be contacted via phone prior to any high expense treatments.

Farm shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by the mare and/or foal at side, or any other cause of action whatsoever arising out of or connected in any way with the breeding or boarding of the mare and/or foal. This includes, but is not limited to, any personal injury or disability which the Mare Owner or Owners may receive while on the premises of the breeding facility. Mare Owner fully understands that Farm does not carry any outside horses in its possession, custody or control for breeding and boarding on any public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with the breeding and boarding of the mare or mares and/or foals are to be born by the Mare Owner or Owners. Farm strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner. The standard of care applicable to Farm is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall Farm be held liable to Mare Owner for equine death or injury in an amount in excess of Five Thousand Dollars (\$5,000) per animal. Mare Owner agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at Mare Owner's expense, or forego any claim for amounts in excess of Five Thousand Dollars (\$5,000). Mare Owner agrees to disclose this entire agreement to Mare Owner's insurance company and provide Farm with the company's name, address and policy number. Failure to disclose insurance information shall be at Mare Owner's risk.

Mares that are not halter broken and/or cannot be hobbled will not be accepted. Owner agrees to submit a completed Horse Information Sheet at least five days prior to the mare's arrival on the

Please initial if mare owner understands the above agreements: _____

premises of the breeding facility. Mare Owner understands and agrees that the mare may be tranquilized for breeding purposes if deemed reasonable or necessary by Farm. Mare Owner further authorizes breeding by artificial insemination if deemed appropriate by Farm, and agrees to pay any veterinary charges arising in connection therewith. Artificial insemination may only be used if approved by the applicable breed registry.

It is understood that the breeding season for Farm commences on February 1 calendar year and terminates July 1 of the same calendar year. Mares who 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 re-bred during the following heat(s) if it is practical for Farm to do so. In the event mare owner elects to rebreed during the following breeding season, Mare Owner agrees to pay any increase in the stallion service fee or mare care fee.

In the event Mare Owner does not leave the mare at the breeding facility for forty-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 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. Failure to provide said information waives the live foal guarantee although Mare Owner shall have a guaranteed right to rebreed the following breeding season at the rate set for said breeding season.

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.

Inherent Risks and Assumption of Risk The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

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 California, 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.

Each party should separately initial additional agreements. If none, check here ____.

University of California at Davis

Mare Owner

By _____

Please initial if mare owner understands the above agreements: _____