

Paint Me a Dream Horse Farm

Chuck and Terri Moulton

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STALLION SERVICE AGREEMENT AND LIABILITY RELEASE

THIS STALLION SERVICE AGREEMENT AND LIABILITY RELEASE ("Agreement") is made and entered by and between _____ (hereinafter, "Mare Owner"), and Paint Me a Dream Horse Farm (as Stallion Owner, hereinafter referred to as, "Stallion Owner"), on this ___ day of _____, 20__.

Mare Owner and Stallion Owner hereby agree as follows:

1. Purchase of Breeding

Stallion Owner hereby sells and Mare Owner purchases a 20__ breeding season to the following stallion: Name: _____ Breed: _____ Breed Reg. No.: _____ [hereinafter referred to as "Stallion"], which entitles Mare Owner to breed Mare (defined in paragraph 6) to Stallion during the 20__ Breeding Season ("Breeding Season" covers the period of February 1 through July 1), subject to the terms and conditions of this Agreement.

2. Stallion Service Purchase Price

Mare Owner agrees to pay to Stallion Owner the fee of \$ _____ in U.S. funds. A non-refundable booking fee of \$ _____ is due and payable at the execution of this Agreement and the balance of the stallion service fee is due and payable when Mare Owner retakes possession of Mare. An additional booking fee must be paid for each re-breed conducted after the year of initial service.

3. Mare Care

Mare Owner agrees to pay for care and feeding of mare while in Stallion Owner's custody at \$ _____ per day for wet mares; \$ _____ per day for dry mares. Mare Owner has inspected Stallion Owner's facility and is satisfied with it. The Mare Owner agrees that the Mare offered for breeding is in sound breeding condition and free from infection and disease. Mare Owner agrees to have a veterinarian check Mare for normal breeding conditions, and to perform such other

veterinary services as Stallion Manager deems necessary (cultures, palpation, cytology, ultrasounds, etc.) with prior approval, at the Mare Owner's expense. **The above fees in paragraph 2 and 3 do not include veterinary, farrier, or other services. Mare Owner agrees to pay charges for these services as they become due.**

4. Live Foal Guarantee

If the Mare Owner's mare is barren, aborts, or fails to produce a live foal that can stand up unassisted and nurse, Stallion Owner will allow Mare Owner a return breeding privilege of the Mare to Stallion (or a substitute mare if acceptable to Stallion Owner) in the next breeding season only, *provided* that Mare Owner furnishes a satisfactory certificate issued by a licensed veterinarian attesting to either occurrence within ten (10) days of the date of the occurrence. Mare Owner must certify that such abortion or death did not result from any act or omission of the Mare Owner. An additional booking fee, in the amount set forth within paragraph 2, must be paid for each re-breed conducted after the year of initial service.

- ♦ Live Foal Guarantee above becomes null and void if Mare Owner does any of the following:

- A. Fails to pay fees due under this contract;
- B. Takes Mare home before Stallion Owner has a reasonable and sufficient opportunity to settle Mare and Mare is deemed safe in foal by Stallion owner's veterinarian.
- C. Fails to give Rhino Pneumonitis vaccinations at months 5, 7, and 9 of pregnancy (proof required).
- D. Mare is abused, neglected, or subjected to any hazardous or strenuous activity.

5. Stallion Owner's Warranties and Disclaimers

Stallion Owner makes the following warranties and disclaimers, and Mare Owner accepts each one:

- A. Stallion Owner is the sole owner of the stallion referenced in paragraph 1.
- B. Stallion Owner, employees or others acting on their behalf, shall not be responsible for any disease, injury, death, theft, or accident to the Mare (and her foal, if any).

6. Mare Owner's Warranties and Disclaimers

Mare Owner warrants to Stallion Owner as follows:

- A. Mare Owner is the owner (or Lessee of record) of the mare named:
_____ Registration No.: _____.
- B. Mare is, to Mare Owner's knowledge, free from transmittable illnesses or diseases, and a Health Certificate issued by a licensed veterinarian within the past ninety (90) days applicable to Mare is attached to this Agreement.

- C. The Mare is halter broken and reasonably safe for handling and breeding.
- D. Mare Owner will remove rear shoes from Mare.
- E. Mare Owner will allow Stallion Owner to have its veterinarian check Mare for normal breeding conditions and to perform pregnancy testing or such other veterinary services as Stallion Owner deems necessary, with prior approval, at Mare Owner's expense.

7. Release/Hold Harmless

Mare Owner agrees to hold harmless and release Stallion Owner Chuck and Terri Moulton, Paint Me a Dream Horse Farm, their employees, and/or others acting on their behalf from liability for any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of being on the premises of Paint Me a Dream Horse Farm.

Mare Owner agrees to hold harmless and release Stallion Owner, Chuck and Terri Moulton, Paint Me a Dream Horse Farm, and their employees, and/or others acting on their behalf from liability for any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of the breeding, handling, or keeping of the Mare at Paint Me a Dream Horse Farm that may accrue from any cause whatsoever (including fire, theft, running away, accidents, illness, injuries or death) during the term of this Agreement and/or while the Mare (and foal, if any) is/are in the Stallion Owner's custody and control.

Mare Owner agrees to hold Stallion Owner harmless if Mare does not settle.

8. Additional Terms and Conditions

MARE OWNER:

STALLION OWNER:

By: _____

CHUCK and TERRI MOULTON, d/b/a
PAINT ME A DREAM HORSE FARM
By: _____

Print Name: _____

Print Name: _____

Date of Signature: _____

Date of Signature: _____

Emergency Medical Consent

In the event of an emergency, Paint Me a Dream Horse Farm will make every effort to contact Mare Owner or their veterinarian listed below. If we cannot reach you or your veterinarian we will provide veterinary care at Mare Owner's expense. Mare Owner will be responsible for payment of any emergency care required for Mare and/or Foal. Please sign below to indicate your consent for Paint Me a Dream Horse Farm to seek emergency veterinary care for your Mare or Foal and that you will be responsible for payment of those services.

Mare Owner's Signature _____

Mare Owner's Phone Number: _____

Mare Owner's Veterinarian and Phone Number: _____

Important:

MARE OWNER MUST PRODUCE TO STALLION OWNER:

- ◆ Copy of Negative Coggin's Test taken of Mare by a licensed veterinarian within one (1) year of the date Mare enters the premises of Stallion Owner or Paint Me a Dream Horse Farm.

- ◆ Copy of Mare's current breed registration papers.

- ◆ Health Certificate issued by licensed veterinarian within ninety (90) days. Proof of Mare's inoculations EEE, WEE, Tetanus, Rabies, Flu, Rhino. We also strongly recommend vaccinating for Strangles, West Nile Virus & Potomac Horse Fever.

- ◆ Copy of Negative Cytology Report