

O'Donnell Horses Unlimited

Kelly O'Donnell

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Stallion Service Contract

Ranch Breeding

Does not guarantee breeding until returned with a booking fee.

A chute fee of \$250 will be charged for each mare.

This Certifies that _____ (owner of Mare) here referred to as Mare Owner, has engaged one service to **Dial A Challenge** (stallion) for the mare _____ Registry & Number _____ for the year _____ season at \$ _____, live foal guarantee.

Age of Mare _____

Check one -- mare will be sent to farm: in foal ___ wet ___ dry ___ maiden ___

If in foal, last breeding date _____

Sire: _____ Dam: _____

Please indicate each:

Tetanus _____ Rhino _____ EIA _____ Influenza _____

Encephalitis _____ Deworming _____ West Nile _____

Expected arrival date _____

Kelly O'Donnell, agent for the above named stallion, herein be referred to as Breeder. This service is engaged subject to the following:

1. A booking fee of \$ _____ of the stud fee is payable with this contract and the balance of \$ _____ plus all unpaid expenses will be payable upon receipt of an invoice or when the mare leaves the ranch, whichever is first. The breeder requires 48 hours notice when the Mare Owner wishes to remove their mare from the ranch. This will allow us sufficient time to prepare the required health papers and final statement so the Mare Owner may settle their account. The booking fee is non-refundable. An 18% per annum interest rate will be assessed to all accounts past 30 days. This contract is governed by the State of Colorado.

2. A copy, FRONT & BACK of the mare's papers must accompany this contract, along with a health certificate, if out of state, and current shots and deworming schedule. If these are not presented at the time of the mare's arrival, the Breeder shall have the attending vet make the proper tests and evaluations as necessary at the Mare Owner's expenses. Flu, Pneumobort K, or Rhinoimmune, Strep (Strangles) vaccine must be given to the mare PRIOR TO COMING TO O'Donnell Horses Unlimited.

3. The Mare Owner SHALL AGREE THAT EACH MARE OFFERED FOR BREEDING BE IN SOUND BREEDING CONDITION AND FREE FROM INFECTIOUS DISEASES. The Mare Owner will provide O'Donnell Horses Unlimited with a written breeding history. Any mare certified by our attending vet, in his opinion, not sound for breeding, shall not be bred. Mare owner may substitute another mare within the breeding season.

4. The Breeder agrees to diligently try to settle the mare and shall have sole discretion of determining the best method of breeding such mare. If however, the mare does not settle, the Breeder shall be held harmless.

5. Live Foal Guaranteed. Live foal means the foal shall stand and nurse. It is understood that if the mare proves to be barren, aborts, or if the foal is still-born, a season will be guaranteed the following year only providing proper notification is given. Proper notification shall be defined as follows: Written certification from A LICENSED VET WITHIN 7 DAYS THAT THE MARE HAS SLIPPED OR PRODUCED A NON-VIABLE FOAL. Mare Owner certifies that such abortion or death did not result from any omission of the Owner to the mare's departure from O'Donnell Horses Unlimited. BOOSTER RHINO MUST BE ADMINISTERED AS INDICATED BY THE DRUG MANUFACTURER AS THE MARE PROCEEDS THROUGH HER PREGNANCY. FAILURE TO DO SO, WILL VOID THEIR LIVE FOAL GUARANTEE. Rebreed privileges extended beyond the following year are subject to an additional fee.

6. Color Guarantee. A colored foal means the resulting foal will qualify for regular registration papers from the Appaloosa Horse Club.

7. The breeding season in force for this contract shall begin February 15 and closes June 15 of the year covered in this contract. No new mares will be accepted for breeding after June 1 unless special arrangements are agreed upon by both parties.

8. It is further agreed that should the above named stallion die or become unfit for service, or, if the above named mare should die, during the breeding season, then the Mare Owner may substitute another mare or breed another stallion at the ranch that is agreed upon by both parties.

9. A Breeder's Certificate will be issued to the Owner of the mare after the time of breeding, after all expenses have been paid in full and upon notification of the birth of the foal.

10. Waiver of Liability. It is understood that O'Donnell Horses Unlimited, it's owners, stallion owners, employees, vets and guests shall not be liable to any injury, escape, disability, or death of any horse on the premises. The above named Mare Owner, whose horse(s) are under the care of O'Donnell Horses Unlimited will not be liable or responsible for any damage, injury or death to the breeding ranch's stallions, employees, vets, or other animals in the care of O'Donnell Horses Unlimited.

11. When the above named Mare Owner signs and returns a copy of this contract to the Breeder, it will be a binding contract on both parties, subject to the terms and conditions. This contract is not valid unless completed in full. This contract is non-transferable.

Additional comments:

Is mare insured? Yes ___ No ___ Insurance Company _____
Policy Number _____ Emergency Number _____

Board per day: Dry Mares \$8 per day, Wet Mares \$10 per day

I accept the above agreement _____

Name (print) _____

Date _____

Address _____

Phone (day) _____ (night) _____ (cell) _____

Stallion Owner / Agent _____

Date _____