

Krisean Performance Horses

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Shipped Semen Veterinarian:
McKinlay & Peters Equine
5022 East Ballard Rd
Colbert, WA 99005
Tel: (509) 238-4959

Stallion Service Contract

_____, 2009

The undersigned owner, lessee, or authorized agent hereby reserves one (1) service to the stallion named **High N Command** (AQHA # 3958635) during the breeding season of **2009** for the mare named:

Described as (breed, color & markings) _____

Sire: _____ Dam: _____ Age of mare: _____

Registration # (if applicable): _____ (Registry: _____). Please attach a copy of Mare's registration papers and pedigree. This is to ensure the identity of the Mare being bred.

The stud fee shall be \$ 450 (Four Hundred Fifty Dollars) to registered Arabian mares / \$ 450 (Four Hundred Fifty Dollars) to all other mares, for a live foal*, payable as follows:

1) If breeding on farm -

- A) \$ 100 non-refundable handling fee to be paid upon execution of this agreement.
- B) \$ 8.00 per day for mare care (\$ 12.00 per day if foal at side). A current coggins and a veterinary certificate attesting that the mare is free from any infectious disease shall accompany all mares brought to Krisean Ranch unless waived by stallion owner. Mare owner agrees to allow Stallion owner's veterinarian to perform any and all necessary breeding-related tasks if needed, at Mare owner's expense upon prior notification to mare owner.
- C) All Veterinary and Farrier expenses incurred pursuant to this Contract are payable by the Mare Owner before the return of the Mare to the Mare Owner
- D) JillAnn Smith, Krisean Performance Horse Ranch and/or any affiliates are not responsible for accidents or diseases of any kind to mare and/or foal at side while at ranch or in transit. Mare Owner understands Krisean does not provide any public liability, accidental injury, theft or equine insurance on mare or foal and all breeding risks are borne solely by Mare Owner.
- E) Balance of stud fee (\$ N/A) to be paid before mare leaves Krisean Ranch or unless other terms are agreed upon and stated below:
- F) If Mare fails to conceive or deliver live foal, Mare Owner may return Mare for rebreeding the next season. All costs associated are responsibility of Mare Owner. An additional handling fee of \$150.00 plus mare boarding fees shall be due at time of rebreed.

2) If using transported semen – Please direct questions and payment to McKinlay & Peters Equine Services – (509) 238-4959

- A) \$ 250 non-refundable booking/collection fee to be paid upon execution of this agreement.
- B) Above fee does not include shipping and insurance fees. *All shipment fees and postal insurance shall be paid by Mare owner.* One collection is included in the above stated fee. Each shipment shall contain a minimum of two (2) doses. Should additional shipments be required to settle mare, a veterinarian's signature so stating will be required and an additional \$250 per shipment plus shipping shall be due. Mare must have clean culture results sent to Krisean Performance Horses prior to insemination or LFG* will be deemed null and void.
- C) \$ 200 Equitainer deposit due 14 days before semen will be shipped - refundable upon safe return of Equitainer, and all parts thereof. Details to be arranged with McKinlay/Peters.
- D) Balance of stud fee (\$ 450) to be paid upon execution of this agreement unless otherwise specified in the space below:

The breeding season opens March 1 and closes August 1 , during which period a mare may receive a maximum of two (2) shipments/covers per cycle. If Mare is barren after each shipment/cover, a veterinarian's signature so stating is required. Should mare be found barren after three (3) cycles, any monies paid toward stud fee (excluding booking/collection/shipping fees), if any, shall be refunded to Mare owner unless another suitable mare is substituted by Mare owner, and approved by Stallion owner, to fulfill this contract.

Mare owner acknowledges that semen will be collected on Mondays through Fridays (excluding major holidays) from 8am to 5pm and shipped via Federal Express at Mare owner's expense. Exceptions may be made in special circumstances with advanced notice to Stallion owner. Counter-to-Counter service via airline is available at additional cost. Approximate FedEx charges are from \$50 to \$65 per shipment continental USA. It is Mare owner's responsibility to make sure Saturday deliveries are available at his or her FedEx location, if needed.

Mare owner will notify Stallion owner on the first day of Mare's estrus cycle so that Stallion owner may prepare in advance for collection procedure. Mare owner further agrees to give Stallion owner 48 hours advanced notice of the need for semen. Stallion owner agrees to do everything possible to accommodate Mare owner with regard to shipments but Mare owner acknowledges that unforeseen circumstances may prevent collection/shipment if less than 48 hours notice is afforded.

Equitainer deposit and booking/collection fees should be sent using separate checks/money orders to facilitate ease of refunding Equitainer deposit to Mare owner. At Mare owner's request, in writing, the Equitainer deposit will be retained by Stallion owner to be applied toward balance of stud fee. If no such written request is made by Mare owner, Equitainer deposit will be refunded once Equitainer is returned via the United States Postal Service. Postal insurance in the amount of the deposit is *strongly* recommended and Equitainer must be returned via USPS Priority Mail within 7 days of receipt by Mare Owner.

Stallion owner warrants that Stallion is registered, DNA typed and in good standing with the appropriate registry (AQHA) and that all paperwork pertaining to this breeding, and the resulting foal, will be signed and/or turned over to Mare owner after all outstanding fees have been paid by Mare owner. Stallion owner will submit appropriate stallion breeding reports to registry for 2009. No other promises or warranties are made or implied with regard to the stallion and/or the quality of any foal resulting from this mating.

Contract shall not be assigned or transferred. In the event the mare is sold before this contract is fulfilled, any and all fees that have been paid forthwith shall be non-refundable. In the event the mare and/or stallion die(s) before this contract is fulfilled, any monies paid toward stud fee (minus booking/collection/shipping fees), if any, shall be refunded to Mare owner or another suitable mare/stallion shall be substituted at the Mare owner's request and subject to the consent of Stallion owner.

A "**Live Foal**" is defined as one that stands and nurses without assistance and survives for a period of at least seventy-two (72) hours.

Personal checks and money orders shall be made payable to Jill Ann Smith.

This agreement constitutes a binding contract between the two parties. The laws of the state of Washington will apply to all disputes; any and all claims must be made and filed in Spokane County, WA.

Contract signed and signatures affixed this _____ day of _____ in the year 2009.

Mare Owner(s) _____

Address: _____

Tel: _____ Fax: _____ E-mail: _____

Stallion Owner _____
Jill Ann Smith Krisean Performance Horses