



STALLION SERVICE CONTRACT FOR DOUBLE L FARM SPEED HORSES

Stallion Name _____

This certifies _____ herein referred to as Mare Owner, has engaged one breeding to the above named stallion for the breeding season 2011 at \$_____ for the following mare:

Mare Name: _____ Breed: _____ Reg. # _____

Year Foaled: _____ Mare will be sent to farm: (Circle one)

In Foal (last breeding date) - Wet (foal born on _____) - Dry Maiden

Is mare insured? _____ Company Policy # _____ Phone _____

Please list any special instructions/medical history that may be helpful to us while mare is in our care:

Double L Farm Speed Horses, agent for the above named stallion, will herein be referred to as Breeder. This service is engaged subject to the following:

1. This contract is good for one foal. Multiple foals from the same mare in the same breeding season will require a separate contract and breeding fee for each resulting foal. The only exception to this would be twins that are carried throughout term and foaled by one mare.
2. A booking fee of \$_____ from the above breeding fee is payable with this contract and the balance of \$_____ plus all unpaid expenses will be payable upon receipt of an invoice or when mare leaves the farm, whichever is first. Once a mare has been examined by Breeder the booking fee is considered earned and is not refundable. The Breeder requires 48 hours advance notice when the Mare Owner wishes to remove the mare(s) from the farm. The mare (and foal, if applicable) shall be released only upon payment in full of all outstanding invoices, including those from the attending veterinarian.
3. A photo copy of registration papers (both sides) shall be sent to Breeder with this contract and booking fee. A veterinarian's health certificate, worming and immunization records, and a current Coggins test (within 6 months) shall accompany the mare. If these are not presented upon a mare's arrival, the Breeder shall have the attending veterinarian make proper tests and evaluations at the Mare Owner's expense. Mare (and foal, if applicable) will be periodically vaccinated and wormed as deemed necessary by the attending veterinarian at Mare Owner's expense.
4. Mare owner agrees each mare offered for breeding shall be in sound breeding condition and free from any infection or disease. Any mare certified by the attending veterinarian not to be in sound breeding condition shall not be bred. Mare owner may substitute another mare within the same breeding season.
5. Should the above named stallion die or become unfit for service, the mare owner may breed the mare to another stallion standing at the Breeders facility that is agreed to by both the Mare Owner and Breeder.
6. The Breeder agrees to diligently try to settle the above named 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. There will be no guarantee of a live foal for any mare leaving the Breeder before being checked safe in foal by the attending veterinarian or checked by Mare Owner's

veterinarian within 12 to 18 days after breeding has stopped. Breeder must receive written notification from Mare Owners Veterinarian that mare is bred within 30 days of leaving breeder.

7. Live foal Guarantee: Live foal means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts her foal, or if foal is stillborn, a return season will be guaranteed for the following year only, providing proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven 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 act or omission of the Owner subsequent to the mare's departure from Breeder. Booster rhinopneumonitis vaccinations must be administered as indicated by the individual drug manufacturer as the mare progresses through her pregnancy. **Failure to do this will void the Live Foal Guarantee.**

8. Third year re-breeds are subject to an additional booking fee plus any increases in the breeding fee. No live foal guarantee on third year rebreeds.

9. The breeding season in force for this contract shall begin February 1 and close July 15 of the year dated on this contract.

10. A breeder's certificate will be issued to the Mare Owner after all expenses have been paid in full and upon notification of birth of the foal.

11. Waiver of Liability: It is understood that the breeding farm, its owners, employees, 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) is (are) under the care of Breeder, 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 Breeder, whether or not caused by his horse. **WARNING** – Under Missouri law (Civil Practice and Remedies Code) an equine professional is not liable for injury or the death of a participant in equine activities resulting from inherent risks of equine activities.

12. The signing of this contract entitles Breeder to charge 12% annual interest on all past due invoices. Past due billing is defined as those amounts not paid within 30 days of invoicing.

13. This contract is governed by the laws of the State of Missouri. All accounts are due and payable in Maries County, Missouri, in U.S. Dollars.

14. Paint Color Guarantee for Treasured only: Mare owner may re-breed the year foal is born free.

15. **This contract is not valid unless completed in full. When Mare Owner signs and returns contract and booking fee to Breeder, Breeder will notify mare owner within 10 days of approval. Upon notification, it will become a binding contract on both parties, subject to the above terms and conditions.**

BOARD (PLEASE CHECK ONE) OWNER INFORMATION

Dry Pasture \$8.00/Day Date: _____ Wet Pasture \$10.00/Day Date: _____

Note: This is a new facility and still under construction, so Double L may only have pasture/lots available this breeding season 2011.

Mare Owner Signature _____ Date _____

Double L Signature _____ Date _____

Lenny Diehl and Lisa Cather, Owners

Double L Farm Speed Horses

30005 MCR 219

Meta, Missouri 65058

Home:-573-229-4302 ** Lisa's Cell: 573-375-0324

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