

Roy Tritten Paint & Quarter Horses

7800 E. Indian Hills Rd., Norman, Okla.

405-306-9728, 405-321-1389 or 405-364-3216

STALLION SERVICE CONTRACT for Farm Breeding

This Stallion Breeding Contract for the breeding season of _____ is made and entered into on _____, by and between Roy Tritten Paint & Quarter Horses hereinafter designated Breeder, and _____ Hereinafter designated Mare Owner. Mare Owner agrees to breed the mare _____, _____ Registration number _____, to the stallion Prairie Gold, APHA Registration number 241858, for the fee of _____, for a live foal breeding at Breeder's farm, subject to the following terms and conditions.

Booking fee: The stallion fee includes a non-refundable booking fee of _____ payable upon execution of this contract. The balance of _____ plus mare care must be paid and a copy of the mare's registration papers sent prior to picking up mare. All unpaid expenses will be payable upon receipt of an invoice. 18% interest will be charged on all accounts in excess of thirty days. Mare Owner may not remove mare from Breeder's possession until all expenses are paid in full.

Breeding Season: The breeding season in force for this contract shall begin February 1 and close _____ of the year covered by this contract.

Mare Care: Wet mare care - \$12 per day, dry mare care - \$10 per day.

Veterinarian: The mare owner is also required to insure that the mare to be bred is properly prepared for breeding. This shall include a clean bill of health from a licensed veterinarian.

Breeder's Certificate: A Breeder's certificate will be issued to Mare Owner after all expense have been paid in full and upon notification of the birth of the foal.

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 the foal is stillborn, a return season will be guaranteed 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.

If Mare Owner fails to provide the Mare for rebreeding the following year, then any and all fees paid shall not be refundable; the right to rebreed is thereby cancelled and Stallion Owner is released from any further obligation whatsoever.

Color Guarantee: A colored foal is described as a newborn foal with sufficient white to qualify for the APHA Regular Registry. If foal is not a colored foal, i.e. solid, there are return privileges, (\$500 fee if solid filly, \$0 return fee if solid stud colt) for the following breeding season only.

Other Conditions:

1. Breeder is held harmless from all liability.
2. Mare must be halter broke, free from infectious or contagious disease, wormed regularly, vaccinated annually for eastern & western Encephalitis, Strangles, Flu and Rhinopneumonitis, and certified in good physical and sound breeding condition prior to delivery to the breeding farm, and there after during her pregnancy. Breeder reserves the right to refuse to breed any mare should she prove to be unacceptable, either due to breeding difficulties or an intractable nature. Owner may substitute an acceptable mare in this instance. **A Negative Coggins and copy of her Registration Certificate is required upon delivery to breeding farm.**
3. There will be no guarantee of live foal for any mare leaving the farm until the mare is deemed safe in foal as per 16 day sonogram evaluation by the attending veterinarian.

4. Breeder will exercise judgment consistent with recognized standards in care and supervision of mare and/or foal. Breeder assumes responsibility for arranging veterinarian services as necessary. Breeder's veterinarian will examine mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the mare and/or foal. All veterinarian expenses will be paid by Mare Owner.
5. If a mare fails to settle, for any reason, Mare Owner will hold Breeder blameless. Mare Owner agrees to give Breeder ample opportunity to settle mare, and agrees to follow the conditions described in the contract.
6. It is further agreed that should the above named stallion die, or become unfit for service; or, if the above named mare dies during the breeding season, then the Mare Owner may substitute another mare or breed the above named mare to another stallion on the farm that is agreed to by both the Mare Owner and Breeder.
7. When the above named Mare Owner signs and returns one copy of this contract to the Breeder it will then be a binding contract on both parties, subject to the above terms and conditions.
8. This contract is non-assignable and non-transferable.
9. This Contract is entered into the State of Oklahoma, and shall be enforced and interpreted under the laws of that state. If any clause in this contract is against State Law, then that individual clause shall be null and void.
10. Should it be necessary for Stallion Owner to employ an attorney to enforce any of the terms of this agreement, including collection of money owed, Mare Owner shall pay all reasonable attorney's fees, costs of suits, and other expenses reasonably related to enforcing this agreement.
11. This Contract represents the entire agreement between the parties. No other agreements, verbal or implied, are included unless specifically stated in this written agreement.

When Mare Owner and Breeder sign this Contract, it will then be binding on both parties subject to the above terms and conditions.

_____ ID#8504271 Date: _____
Breeder's Signature

_____ ID# _____ Date: _____
Mare Owner's Signature

If either Mare Owner or Breeder is a minor, guardians must also sign.

Mare Owner's address and telephone numbers: _____