

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 shipped semen

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 by the use of cooled transported semen, 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 shipment expenses must be paid and a copy of the mare's registration papers sent prior to the first shipment. The _____ stud fee includes the cost of the first shipment via overnight (FedEx) service (which includes collection, packaging, shipping and courier charges). Each shipment after the first will be at cost for overnight shipment by (FedEx) or for same-day counter-counter air service will be at cost +\$50.00. A refundable deposit of \$250 for the container is required prior to the first shipment and may be made by providing a separate check to be held by Roy Tritten Paint & Quarter Horses. The Equitainer must be returned prepaid within 2 days of mare's last insemination by overnight service. A \$25 per day late charge will be charged starting with the third day and each day the container is late. All unpaid expenses will be payable upon receipt of an invoice. 18% interest will be charged on all accounts in excess of thirty days.

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

Collection: Stallion owner collects and ships Monday, Wednesday and Friday during breeding season. Mare Owner shall request the order to ship by 10 a.m. CST the day of shipment. It is the Mare Owners responsibility to see that APHA receives the completed white copy of the Collection and Insemination Report and the Stallion Owner receives the completed yellow copy within 10 days of insemination.

Veterinarian: The breeder requires that the semen be inseminated by a licensed veterinarian and that this veterinarian be required to sign a form provided by the breeder that the proper mare has been inseminated and that the remaining semen, if any, has been destroyed. The veterinarian is required to examine the registration papers of the mare in order to determine if this is indeed the mare that has been booked. 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. There will be a collection and shipping fee of \$100 for all color guarantee rebreeds.

Other Conditions:

1. Roy Tritten Paint & Quarter Horses is not responsible for lost, delayed or damaged semen and makes no representatives or warranties of any kind with respect to semen except that it is the stallions and is viable semen at the time of shipments.
2. 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.
3. 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.
4. 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.
5. This contract is non-assignable and non-transferable.
6. 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.
7. 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.
8. 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.

Breeder's Signature ID# 8504271 Date: _____

Owner's Signature ID# _____ Date: _____ Mare

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

Name ID# _____ Date: _____

Mare Owner's address and telephone numbers: