

Hendricks Reining Horses Inc
14974 E. FM 922, Tioga, TX 76271
Phone: 940-437-5157 – Fax: 940-437-5167

Stallion Service Contract

Stallion: **Hang Ten Surprise (AQHA #4005357)**

Stallion Owner: Dell Hendricks

Stallion Fee: \$1500.00

Mare: _____ # _____

Mare Owner: _____

Address: _____

Telephone: _____

Stallion Manager and Mare Owner agree this _____ day of _____, 20____ to breed the above named mare for the 20____ breeding season upon the following terms and conditions:

1. The fee includes a non-refundable Booking Fee of \$500.00, which is payable at the time this contract is signed and returned. The balance of the fee, along with all other expenses, must be paid upon billing when the mare is pronounced safe in foal, or when the mare is picked up from the Stallion Manager, having been exposed to the stallion. Mare care and all other expenses will be billed and must be paid monthly. All fees must be paid in full before any cooled semen will be shipped.
2. Upon arrival, the mare shall be in healthy and sound breeding and physical condition and shall be free from infection, contagious, and transmittable disease. A current negative Coggins Test, a photocopy of the mare's registration papers (front and back), a veterinarian's health certificate and a worming and immunization record must accompany the mare at the time of delivery to the Stallion Manager. Proof of vaccination for EVA, or a negative test within two weeks of arrival, is also required. If requirements are not met, Stallion Manager's veterinarian will examine and/or test at the Mare Owner's expense. Stallion Manager reserves the right to refuse a mare not in proper condition.
3. Mares on the premises of Hendricks Reining Horses Inc have a breeding priority on any given breeding day. Therefore, we make no guarantee that cooled semen will be available for transportation on any specific day.
4. There will be a limit of four shipments per breeding season per mare. Shipment fees of \$250.00 will be charged for each shipment. There will be a \$100.00 courier fee per shipment if necessary. Shipment will be made by air to a location at which the semen must be picked up on the day of shipment of by Federal Express Overnight. Hendricks Reining Horses Inc assumes no responsibility for loss of any expenses due to delay in shipment, delay in airline schedule, or delay in courier service beyond our control.
5. Hendricks Reining Horses Inc collects stallions on an "every-other-day" basis. We will not make any exceptions, as this is to preserve stallion fertility throughout the breeding season. Utilization of next day or same day shipment reduces the need for unscheduled collection.
6. A request for shipment of cooled transported semen must be made at least 24 hours prior to shipping time. Cancellation must be made by 8:00 am shipping day, Central Standard Time.
7. If semen is shipped by Equitainer, the mare owner is responsible for the cost of returning the Equitainer by overnight service. A late fee will be assessed if the Equitainer is not returned within 48 hours after shipment from Hendricks Reining Horses Inc.
8. Mare owner agrees to pay \$350.00 to have the mare foal on the premises of the Stallion Manager. The Mare Owner shall pay all veterinary expenses incurred in connection with the foaling.
9. Stallion Manager agrees to provide suitable facilities for the care and feeding of the mare and foal. Mare Owner agrees to pay for the care and feeding at a rate of \$18.00 per day for pasture board and \$20.00 per day for stall board. This applies to wet and dry mares.
10. Stallion Manager will exercise reasonable judgment in the care and supervision of the mare and foal. Stallion Manager's veterinarian will examine the mare for normal breeding conditions and will administer mare care as deemed necessary for the health and safety of the mare and foal. The mare owner will pay all veterinarian expenses directly to the veterinarian.
11. Mare Owner agrees to assume all risk of death, sickness, or injury to the mare, except such harm as may be caused by the grossly negligent or reckless conduct of the Stallion Manager, its agents or employees.
12. Stallion Manager agrees to use their reasonable best efforts to settle the owner's mare. Mare owner agrees to give the Stallion Manager ample opportunity to settle the mare, which shall include the opportunity to breed the mare through at least two heat cycles. The breeding season ends July 31st.

13. This contract contains a "Live Foal Guarantee." If the mare leaves the Stallion Manager's property prior to her 30 day pregnancy check, the Live Foal Guarantee will be void. A Live Foal guarantee will apply only to those mares that are certified by an attending veterinarian to have conceived and carried a pregnancy for 60 or more days from insemination. Confirmation of such pregnancy in for the form of a documented ultrasound photo must be received from a licensed attending veterinarian who certifies that the conditions of the Live Foal guarantee have occurred. A live foal is described as a newborn foal, which stands and nurses without assistance. If a foal is born dead, or the mare absorbs/aborts a predetermined pregnancy, there are return privileges, only if the Stallion Manager is notified within thirty days and receives a statement confirming this. Return breedings under the Live Foal guarantee will be honored only if the mare is brought to Hendricks Reining Horses Inc the following breeding season for insemination. A "re-breed" service fee of \$500.00 will be charged on all return breedings. The Live Foal guarantee in this contract is nontransferable.

14. If the mare absorbs or aborts a pregnancy after having been pregnancy checked in foal, or if the mare fails to conceive during the normal breeding season, the Stallion Manager agrees to breed the same mare again during the immediately following year's breeding season. There is a charge of \$500.00 for re-breed service expenses. A substitute mare, accepted by the Stallion Manager, may be sent only if the original mare is deceased or deemed unfit for breeding.

15. A Breeder's Certificate will be issued for the foal conceived as a result of the breeding. The Breeder's Certificate will be issued only after all breeding and veterinary expenses have been paid in full and after the foal is born and has been reported to the Stallion Manager.

16. In the event the stallion should die or become unfit for breeding purposes, this contract shall terminate and any money paid on the stallion fee, except the non-refundable booking fee, shall be refunded to Mare Owner.

17. Neither Hendricks Reining Horses Inc nor any of its officers or employees shall be liable for damages as a result of damage to the semen or as a result of a mare failing to settle. Hendricks Reining Horses Inc's sole liability under this contact shall be limited to situations where Hendricks Reining Horses Inc is unable to ship the cooled semen and in such cases, shall be limited to the return of the stallion fee.

17. The parties acknowledge that this agreement is made and shall be considered to be entirely performed within the State of Texas and shall be construed and enforced under the laws of the State of Texas (Chapter 87, civil practice and remedies code), an equine professional is not liable for an injury or death of a participant in equine activities from the inherent risks of equine activities.

18. When signed by both parties, this document will become a legally enforceable contract, binding upon both parties. Mare Owner hereby grants the Stallion Manager a lien upon the mare and foal for any unpaid stallion fees, mare care charges, veterinary expenses, and any other charges resulting from the mare being on the Stallion Manager's premises.

Stallion Manager: _____

Mare Owner: _____