

MARSHALL APPALOOSAS
9551 Moffat Road ~ Lexington, OK 73051
405-527-8793 or 405-590-1147

Stallion Service Shipped Semen Contract

This agreement is made and entered into this day and month written below between MARSHALL APPALOOSAS, "Stallion Owner", and _____, "Mare Owner".

These Parties agree as follows:

1. Mare Owner agrees to breed the Mare _____ Reg# _____ to **Winning Touchdown** for the _____ breeding season and to pay the mare care charges herein designated.
2. The Stallion Service fee shall be \$650.00 and each shipment of semen to be \$175.00 plus UPS charges. All breeding and shipping charges must be paid prior to the shipment of semen.
3. Any past due account which shall not be paid within thirty days of billing shall be subject to collection action, including placing the account in the hands of an attorney for collection. In the event the account is not paid in full within sixty days of billing, Marshall Appaloosas is granted a security interest in the mare and her foal, if any, and may foreclose on and sell said collateral pursuant to the Uniform Commercial Code at either public or private sale and pay all bills, attorneys fees and cost of sale.
4. The mare shall be in a healthy and sound breeding condition.
5. Stallion Owner agrees to ship 1 billion progressively motile sperm per shipment if at all possible depending upon the number of mares being bred that day.
6. Marshall Appaloosas agrees to diligently try to settle each mare. If, however, Marshall Appaloosas does not settle said mare, owner will hold Marshall Appaloosas harmless from any loss or damage.
7. Stallion Owner guarantees a live foal from the breeding contracted for herein. Live foal is defined as a foal that stands and nurses without assistance. Mare Owner agrees that Stallion Owner does not make any guarantees as to the quality or conformation of the foal not that the foal will be free of any inherited trait, infirmity, conformation defect or disease. Should the Mare prove not to be in foal in the year bred or loses her foal, or should the foal not stand and nurse without assistance, Mare Owner shall notify Stallion Owner within one week of the foaling date (or at such time as the mare is proved not in foal or loses her foal) such notice shall be accompanied by a statement from a licensed veterinarian verifying that the foal is not "live" as defined above or has been lost as stated above. Under the foregoing circumstances and upon receipt of the specified notice, it is agreed:
 - a. Stallion Owner shall give to Mare Owner a breeding to the Stallion the following year only and to the same Mare originally booked (unless otherwise mutually agreed upon by both parties in writing).
 - b. If Mare Owner fails to provide the Mare or substitute mare for rebreeding the following year, the stallion is released from any responsibility to rebreed or refund any breeding fees. (Unless otherwise agreed upon by both parties in writing.) The stallion owner is then released of any further obligation. It is also agreed that if the above named stallion dies or becomes unfit to breed then this contract shall become null and void.
8. This contract shall not be transferable by Mare Owner without the prior consent of Stallion Owner. A breeder's certificate will be issued when the Mare Owner notifies Marshall Appaloosas of the birth of the foal and only after payment of all bills due on the Mare have been received. This agreement has been entered into in the state of Oklahoma.

Stallion Owner: _____ Date: _____

Mare Owner: _____ Date: _____

Address: _____

Phone: _____ Date: _____