

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

## Stallion Service Farm 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 the mare call will be \$12.00 per day for dry mares and \$15.00 per day for wet mares. Owner shall be billed monthly for all expenses, including board, farrier, veterinary charges and any other services provided by the farm. The unpaid balance of each account is due and payable the 15<sup>th</sup> of the month following receipt of the statement.
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 and foreclose of Marshall Appaloosas agister's lien in the mare and her issue. In addition, Marshall Appaloosas in its sole discretion, may refuse to palpate, tease and breed the mare and may refuse to vaccinate, shoe, work or provide any veterinary services until the account balance is paid in full. 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. A veterinarian's certificate as well as negative Coggins test and clean uterine culture shall accompany each mare. Failure to do so will be authorization for Marshall Appaloosas to do so at the owner's expense. It is understood by owner that Marshall Appaloosas will not be responsible for any injury, sickness or death of the mare or her foal. It is also understood that the owner will not be responsible for any disease, accident or injury to Marshall Appaloosas' stallion. ALL mares must be halter broke.
5. 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.
6. 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.
7. 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: \_\_\_\_\_