



## Stallion Service Contract ARC Matt O Lena

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Cougar Ridge Ranch, hereinafter referred to as “Stallion Owner”, and \_\_\_\_\_, hereinafter referred to as “Mare Owner”.

1. Whereas Cougar Ridge Ranch is the owner of the stallion ARC Matt O Lena, (the “Stallion”) and the Mare Owner is the owner or lessee of the mare \_\_\_\_\_, of \_\_\_\_\_ registry, and registration number \_\_\_\_\_, hereinafter referred to as the “Mare”,
2. Whereas the named stallion will stand at stud during the \_\_\_\_\_ (year) breeding season at Premier Breeding Services LLC, hereinafter referred to as “Breeding Facility,” and the parties desire to contract for the servicing of the named mare by the named stallion during said season. Applicable forms shall be downloaded at [www.premierbreedingservices.com](http://www.premierbreedingservices.com), completed and returned to Premier Breeding Services LLC.

The Mare Owner agrees as follows:

1. To pay Stallion Owner a breeding fee in the amount of \$\_\_\_\_\_ payable as follows:
  - A. \$250.00 (booking fee is included in this amount) payable upon signing this agreement, which is non-refundable; and
  - B. The balance of the breeding fee, \$\_\_\_\_\_, payable before the mare is bred or semen is shipped.
2. That the Mare is healthy and in sound breeding condition and the Mare Owner shall furnish a veterinary certificate to such effect if requested.
3. To allow the Breeding Facility to have a qualified veterinarian and/or equine reproductive professional check the Mare for normal breeding conditions and to perform such other services that the Breeding Facility deems necessary for the proper treatment and protection of the Mare and/or foal at side.
4. To pay all veterinary, technical and board expenses incurred in the care and breeding of the Mare and/or foal.
5. The Mare will not be released by the Breeding Facility until such time as all amounts due have been paid in full.
6. In the event transported semen is used in the breeding of above-stated mare, the Mare Owner agrees as follows:
  - A. To pay all costs associated with the collection, processing, packaging and transport of semen to the Mare Owner/ agent; and
  - B. To comply with the terms of the “Shipped Semen Form” which can be downloaded at [www.premierbreedingservices.com](http://www.premierbreedingservices.com).

The Stallion Owner agrees as follows:

1. To reserve for the Mare Owner one booking to the Stallion for the specified breeding season.
2. To guarantee to the Mare Owner a return breeding to the named stallion for the following breeding season for the Mare upon receipt of written statement from a licensed, qualified veterinarian that a live foal did not result from this breeding. A live foal is defined as one that stands and nurses without assistance. It is understood that if the Mare proves barren, aborts her foal or if the foal is stillborn, a return breeding will be guaranteed the following year only, providing proper notification is given and a new booking fee in the amount of \$\_\_\_\_\_ is paid to the Stallion Owner. Proper notification shall be defined as follows: Written certification by a licensed, qualified veterinarian within 7 (seven) days that the Mare has aborted or has not produced a live foal as defined above.

It is further agreed by both parties as follows:

1. The Stallion Owner and the Breeding Facility are not liable for any sickness, disease, injury or death which may be suffered by the Mare and/or foal at side.
2. This agreement shall not be assigned or transferred by either party without the express consent of the other party.
3. The following conditions and concession are involved in arriving at the above listed breeding fee:

Mare Owner Warranties and Disclaimers. Mare Owner Warrants to Stallion Owner:

1. Mare owner will be solely responsible for seeking registration of the resulting foal in the appropriate registry/ registries and pay all associated fees or expenses. A Breeder's Certificate shall not be issued to the Mare Owner unless and until all fees due to the Stallion Owner and the Breeding Facility are paid in full.
2. Mare Owner will pay Stallion Owner's costs and expenses, including reasonable attorney's fees, if Mare Owner has breached any material term of this agreement.

Substitute Mare/Stallion Owner's Refund Policy: In the event of death or incapacity of the Mare, the Mare Owner shall be allowed to breed a substitute mare to the Stallion, provided that the Stallion Owner has given advance approval in writing of the proposed substitute mare. No refunds shall be permitted.

In the event of death or incapacity of the Stallion, the Mare Owner shall have the option of using frozen semen, if available.

Stallion Service Certificate: Stallion Owner reserves the right to withhold issuance of a Stallion Service or Breeder's Certificate applicable to the breeding hereunder until Mare Owner is current on all payment obligations to the Stallion Owner and the Breeding Facility.

Entire Agreement: This agreement contains the entire agreement between the parties with respect to its subject matter. All prior promises or understandings, either oral or written, between Mare Owner and Stallion Owner shall be void unless contained in this agreement. Modifications to this agreement will only be valid if in writing and signed by both Mare Owner and Stallion Owner.

Assignment: This agreement is not assignable by Mare Owner without the written permission of Stallion Owner.

**Mare Owner:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Stallion Owner:**

By: \_\_\_\_\_

Cougar Ridge Ranch  
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