

Diamond 2B Show Horses

8002 Rector Road
Sanger, Texas 76266
County of Denton
(940) 206-4420

STALLION SERVICE AGREEMENT

Page 1 of 2

This agreement made by and between Diamond 2B Show Horses, Inc. and _____
(purchaser) for the breeding season of 2010 (Breeding season Feb 1 through June 15).

The stallion fee is \$ _____. The mare to be bred named: _____

Reg. No. _____ Breed _____ Date of Birth _____ Color _____

Sire: _____ Dam: _____

Purchaser may not substitute another mare for breeding without written consent of Diamond 2B Show Horses, Inc. A photo copy of registration papers must be at the ranch before semen can be shipped.

The following fees apply:

- A. A *non-refundable* booking fee of \$ _____ due at signing and acceptance of this contract.
- B. A *non-refundable* balance of \$ _____ is due before semen is shipped & mare is bred.
- C. An additional & \$250.00 per shipment will be necessary for the following:

(Semen shipping container, Semen collection and packaging, Shipping fees, etc.).

There will be an Additional Courier fee of \$100.00 (if airfare is used).

If money is exhausted prior to conception, additional money will be required and no shipments will be made until receipt of additional fees are paid.

- D. *Reservation for transported semen:* Diamond 2B Show Horses, Inc., upon receipt of the above mentioned Stallion service fee, confirms the mare's reservation to breed to Hes Stylin for the present breeding season. The purchaser requests the following month for breeding: _____ Semen is collected on a designated schedule. All requests for semen shipments shall be filled as received, subject to availability of semen and the farm veterinarian's approval. If there is insufficient semen to fill all orders on a given day, the farm veterinarian will determine which orders will be honored. This decision will be based on information provided by purchaser's vet.

E. *Conditions:* Stallion service will be provided only to healthy mares in sound breeding condition, determined by veterinarian acceptable to Diamond 2B Show Horses, Inc. There will be two semen shipments per estrus cycle. Mares not halter broken will not be accepted.

F. *Waiver of Liability:* It is understood that the breeding farm, its owners, employees, vets, & guests shall not be held liable for any injury, escape, disability, or death of any horse on its premise. The above named mare owner, whose horse(s) are under the care of Diamond 2B Show Horses, Inc. will not be held liable or responsible for any damage, injury or death to the breeding farm Stallion, employees, veterinarians, or other animals in the care of Diamond 2B Show Horses, Inc.

G. *Return of Service:* Purchaser shall not be entitled to a refund of fees. There will be a fee of one half of the agreed stallion fee as stated in the contract for the following re-breed year on all paint mares that are given a one-year color guarantee .

STALLION SERVICE AGREEMENT

H. *Live Foal Guarantee:* Live foal means the foal shall stand and nurse. Mare Owner agrees that stallion owner/and or manager does not make any guarantee as to the quality or conformation of the foal nor that the foal will be free of any infirmity, conformation defect, disease, or inherited trait. 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). The mare will have the right to return to the above named stallion ONLY if following conditions are met:

1. If the mare is examined to be in foal but becomes barren during gestation. She is eligible for return if Diamond 2B Show Horses, Inc. receives a veterinarian certificate of barrenness within five (5) days of examination.
2. If the mare produces a live foal that is unable to stand alone and nurse and subsequently dies, a veterinarian certificate must be provided to Diamond @B Show Horses, Inc. within five (5) days from date of death.
3. All rights of return to the stallion are subject to prepayment of costs listed in items A, B, C.

I. *Non-Assignment:* This agreement cannot be transferred or assigned by the purchaser. There shall be no right of return to the stallion is the mare is sold or otherwise changes ownership after being Serviced by the stallion.

J. If the above mentioned mare dies during the breeding season then the mare owner may substitute another mare that is agreed to by both the mare owner and stallion manager.

K. *Warranty:* Diamond 2B Show Horses, Inc. is not responsible For lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the stallion's.

L. *Governing Law:* This contract shall be governed by the laws of the County of Denton, State of Texas and shall be binding upon the parties hereto and their personal representatives.

M. A Breeder's certificate will be issued to the mare owner after all expenses have been paid ,as laid out in this contract), and upon notification of the birth of the live foal.

N. When the above named mare owner signs and returns one copy of this contract to the stallion owner, together with the booking fee, it shall be the complete and binding contract of both parties, subject to the above terms and conditions.

By signing this contract the mare owner/ authorized agent acknowledges he/she has read the contract in it's Entirety and agrees to the terms and conditions.

Signature of Stallion/
Owner/Authorized Agent _____ Date: _____

Signature of Mare/
Owner/Authorized Agent _____ Date: _____

Farm Name: _____

Address: _____

Phone: _____