

# Yellow House Ranch

17500 Betty Blvd - Canyon, TX 79015 Voice: 806-681-7223 Fax: 806-655-5511  
Website: www.yellowhouseranch.com E-mail: breeding@yellowhouseranch.com

## STALLION SERVICE CONTRACT

This contract is between Stallion Owner, Kassie Finley, herein referred to as "Stallion Owner" and \_\_\_\_\_ herein referred to as "Mare Owner" for the 2008 breeding season.

The service is for the mare \_\_\_\_\_ registration number \_\_\_\_\_ and the stallion Scottish Five Bar registration number 3243705 for a stud fee of \$\_\_\_\_.\_\_\_\_ with a \$150 (one hundred fifty dollars) non refundable booking fee due at the signing of this contract. (booking fee is included in the stud fee).

Mare Color and markings:

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Mare Owner and Stallion Owner have agreed to these conditions:

1. A live foal is guaranteed from this mating. Should the foal not stand a nurse, the Mare Owner will be entitled to return privileges during the 2008 breeding season or the following breeding season. However the breeding fee that was previously paid is not refundable in addition to payment for all expenses. The return service is not transferable to another party. Upon the loss of a foal, Yellow House Ranch shall receive a statement from the attending veterinarian which includes the previous vaccination dates of the bred mare, and shall state that the mare did not produce a live foal. It is further agreed that should the above stallion die or become unfit for service during this season or the season immediately following the one in which the original breeding fee has been paid and the mare does not produce a live foal, the breeding fee minus the \$150 booking fee and expenses incurred will be refunded, or the a breeding to another stallion owned by Yellow House Ranch will be offered at owners choice. If the mare dies or becomes unfit to breed another mare may be substituted with the Stallion Owners consent.
2. Yellow House Ranch agrees to provide suitable facilities for the care and feed of the mare (and foal) while in their custody. Mare Owner agrees to pay for care and feed at the rate of \$8/day dry mares and \$10/day wet mares.
3. Mares that are not halter broke will not be accepted!
4. The mare shall be in healthy and sound breeding condition, free from infections, contagious or transmittable diseases. A current cogins test, and copy of registration papers (front and back) must accompany mare. Yellow House Ranch reserves the right to refuse any mare that is not in satisfactory condition. If mare is refused the booking fee shall constitute liquidated damages.

5. Yellow House Ranch will exercise judgment consistent with recognized standards in care and supervision of mare (and foal). Any medical care incurred while mare (and foal) are at Yellow House Ranch will be paid by Mare Owner before mare leaves property.
6. The breeding season for the purposes of the contract shall begin February 1st and close August 15th.
7. It is understood that neither the Stallion Owner; Yellow House Ranch's employees, guest or veterinarian will be responsible for accident, sickness or death of stallion, mare, and/or foal. Yellow House Ranch shall exercise its best judgment in the care and supervision of the mare and/or foal and shall not be liable for death, injury, or sickness of the mare and/or foal.
8. The mare's vaccination for Rhinopneumonitis shall be current within one year, and a booster shall be administered according to the drug manufacturer's instructions as the mare progresses through her pregnancy. Failure to vaccinate as required by the drug manufacturer shall void the live foal guarantee.
9. If the Mare Owner wishes to have the mare foal at Yellow House Ranch premises there will be an additional \$400.00 (four hundred dollar) fee. All veterinarian expenses incurred in connection with the foaling shall be paid by Mare Owner before mare and foal leaves the premises.
10. Stallion Owner will not hold Mare Owner responsible for any injury to any person(s) or horse(s) inflicted by mare and/or foal.
11. Yellow House Ranch agrees to diligently try to settle mare; however if mare fails to settle for any reason, Mare Owner will hold Yellow House Ranch blameless. Mare Owner agrees to give Yellow House Ranch ample time to settle mare, at least one full breeding season. If mare still has not settled, Mare Owner can return for breeding privileges the following season, or be refunded the stallion fee, minus the \$150 booking fee and all incurred expenses.

#### Shipped Semen:

- A. A non-refundable booking fee \$150 due at signing of this contract (this fee is included in the stud fee)
- B. An additional deposit of \$300 will be necessary for the deposit of the shipping Equitainer, deposit will be refunded after the Equitainer is returned to Yellow House Ranch. Mare owner does have the option to purchase a Disposable container for \$35 in place of the use of the Equitainer.
- C. There will be a \$200 collection fee for each collection along with shipping fees either FedEx or UPS. Mare Owner is responsible for these fees. If more than one collection is needed mare owner is responsible for paying for the extra collection and shipping fees as well.
- D. All request for semen shipments shall be filled and received subject to availability of stallion semen and the approval of Yellow House Ranch. If there is insufficient semen to fill all orders on a given day, Yellow House Ranch will determine which orders will be honoured. This decision will be based on information provided by attending veterinarian.
- E. Mare Owner is responsible to pay for all shipping fees, collection fees, and the breeding fee before the semen is shipped.
- F. Fresh chilled semen will be collected and shipped Monday - Friday.
- G. All orders must be received before 12:00 p.m (central time) the day before the requested collection date. Late orders are not guaranteed.

Mare Owner Information:

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ or: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Where to ship semen:

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ or: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Stallion Owner Information:

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ or: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Payment Information:

Payment type:      Cashiers Check      Cash      Visa      MasterCard

Credit Card# \_\_\_\_\_

Experation Date: \_\_\_\_\_ V-Code: \_\_\_\_\_

Card Holders Signature: \_\_\_\_\_

\_\_\_\_\_  
Mare Owners Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stallion Owners Signature

\_\_\_\_\_  
Date