

# HIGH BROW SHINER STALLION SERVICE CONTRACT

## Standing at Williamson Training Stables

15852 Wible Road Bakersfield, CA 93313

Doug Williamson 661-303-6015 Carol Williamson 661-706-7724

Doug.Williamson@sbcglobal.net

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I hereby agree on \_\_\_\_\_ (date), to breed the mare, \_\_\_\_\_ (name), hereinafter referred to as Mare (Registration # \_\_\_\_\_ - Year Foaled: \_\_\_\_\_) to the Stallion, HIGH BROW SHINER, hereinafter referred to as Stallion (Registration # 5219689) for the 2018 season. The Stallion Fee is \$2,500 plus a Booking Fee of \$500.

- 1) The Stallion Fee stated above and the non-refundable Booking Fee shall be payable upon execution of this contract.
  - a) COLLECTION: Please note that the following charges are additional for each collection: a) semen collection b) semen prep and handling c) shipping container d) extender. These charges will be billed directly to you, as applicable, by the collecting facility.
  - b) SHIPPED SEMEN: The FedEx shipping charges will be billed to your account using the FedEx Account Number you provide in this contract.
- 2) BREEDING CONDITION.
  - a) The Mare Owner agrees that the Mare must be healthy and in sound breeding condition. The Mare Owner agrees to provide copies of the Mare's registration papers. The Mare will be bred by artificial insemination.
  - b) In the event that the Mare fails to conceive on two cycles or absorbs one pregnancy, Mare Owner hereby authorizes a breeding soundness examination including culture and biopsy. Should Mare have a Grade 2 or Grade 3 biopsy uterine therapy shall be required prior to additional breeding. Should Mare have a Grade 4 biopsy, she shall be rejected for breeding and Mare Owner may provide an approved substitute mare. All expenses associated with this paragraph shall be borne by Mare Owner.
- 3) LIVE FOAL GUARANTEE.
  - a) If the mare fails to produce a live foal from the breeding privilege granted by this Agreement, the Mare Owner may rebreed the Mare (or a substitute mare mutually agreed upon by the Mare Owner and the Stallion Owner) during the subsequent breeding season. The Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this Agreement, without the prior written consent of the Stallion Owner. Mare Owner verifies that such abortion or death did not result from any act or omission of the Mare Owner. Rhino vaccinations must be administered as indicated by individual drug manufacturers as the Mare progresses through her pregnancy.
  - b) LIVE FOAL means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours. The return breeding privilege is conditioned upon the Mare Owner giving the Stallion Owner written notice within 7 days after foaling or aborting that the Mare did not produce a live foal. This notice must be accompanied by a certificate from the attending veterinarian that no live foal was born. There will be a \$500 charge for "re-breed" service expenses. Costs associated with any reproductive services or mare care in the following breeding season shall be the responsibility of the Mare Owner. Additionally, all Collection and Shipped Semen fees for a re-breeding shall be borne by Mare Owner.
  - c) Live Foal Guarantee shall apply only if Mare is pregnancy checked "safely in foal" by licensed veterinarian at 15 - 21 days after breeding by ultrasound, or if ultrasound is not available, no later than 30 days following insemination. Mare Owner agrees to provide Stallion Owner with written notification, signed by licensed veterinarian, no later than 45 days following insemination.
  - d) If Mare miscarries, aborts or fails to conceive, Mare Owner is entitled to one re-breeding of the Mare during the current season or the following season only, provided all fees and expenses have been paid. A veterinarian's certificate is required. If Mare dies or becomes unfit to breed, Mare Owner is entitled to a re-breeding of another mare during the current season or the following season only with an approved substitute, with no additional breeding fee, provided all other fees and expenses have been paid. A veterinarian's certificate is required.

4) ENTIRE AGREEMENT/GOVERNING LAW/VENUE.

- a) This Agreement contains the entire agreement between the parties, and shall be governed by and construed under the laws of the state of Colorado. It may be amended only in writing signed by each of the parties. Either party may terminate this Agreement for failure of other party to meet any material term of this Agreement.
- b) In the case of a breach or default by one party, the non-breaching party shall have the right to reasonable costs, including attorney's fees, incurred as a result of such breach or default. No waiver of any provision hereof shall constitute a waiver of any other provision of this Agreement.
- c) This Agreement shall be binding upon the parties, their heirs, agents, personal representatives, executors, administrators, successors and assigns. This agreement may not be altered or amended, except by written mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_

Stallion Fee: \_\_\_\_\_

Booking Fee: \_\_\_\_\_

Balance Due: \_\_\_\_\_

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

**Mare Owner**

Owner of Mare: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

FedEx Account Number: \_\_\_\_\_

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

Vet Email Address: \_\_\_\_\_

Office Number: \_\_\_\_\_ Cell: \_\_\_\_\_

High Brow Shiner is owned by - Belle Meade Ranch, LLC -Niwot, Colorado - Susan Carlson 303-956-1609