



855 21 Road • Fruita, CO 81521 • 970.596.7699

STALLION SERVICE CONTRACT

This is an agreement between _____ (Mare Owner) and Poplin Performance Horses (Stallion Manager), wherein parties named above hereby agree on this ____ day of _____ 20____, to breed the mare named below to the stallion **STARLIGHTS STARBRITE Reg #4080195** for the 20____ season subject to the following conditions:

Mare: _____ Reg# _____ Yr Foaled _____

SELECT BREEDING METHOD:

RANCH BREEDING _____ **TRANSPORTED SEMEN** _____

1. The stallion fee is \$1,500.00, which includes a non-refundable booking and/or chute fee of \$500.00. The chute fee is payable upon execution of this contract. For ranch breeding, the balance shall be payable when mare is pronounced safe in foal, or when the mare is picked up from the ranch after having been exposed to the stallion, whichever comes first. All other expenses, including board, shall be payable monthly.
2. Stallions on the show circuit may be unavailable for periods of time during the show season. Contact us early to schedule around the stallion's show schedule.
3. For **TRANSPORTED COOLED SEMEN**:
 - a. **All fees**, including the stallion fee and shipping costs **are due before the first shipment of semen.**
 - b. The Fees will be as follows:
 - i. Shipments \$250 Per Shipment (*includes UPS or FedEx shipping cost*) and must be paid a minimum of ten (10) days before any cooled semen will be shipped.
 - ii. Picked up @ Ranch \$100 Per Collection
 - c. We reserve the right to ship only to a licensed veterinarian or qualified breeding manager.
 - d. Breeding Days:
 - i. Monday
 - ii. Wednesday
 - iii. Friday

- e. Mare Owner or veterinarian must request semen by 5:00pm MST, the day PRECEDING collection. Cancellation or confirmation must be made by 8:00am MST collection day. Any late orders will be charged a \$50 late fee if filled. **Please do not leave orders on voice mail. Poplin Performance Horses must confirm ALL orders.**
- f. Poplin Performance Horses is not responsible for the untimely delivery or condition of the cooled shipped semen, as we have no control of the shipment after it leaves our custody.

NOTE: NO GUARANTEE IS MADE AS TO AVAILABILITY OF SEMEN FOR SHIPMENT ON ANY GIVEN DAY. MARES ON THE RANCH WILL RECEIVE PRIORITY, THEN TRANSIT MARES, AND THEN SHIPPED SEMEN MARES. FOAL HEAT MARES WILL ONLY RECEIVE SEMEN IF EXCESS SEMEN IS AVAILABLE.

4. Stallion Manager agrees to provide suitable facilities for the care and feeding of the mare and/or foal while in his custody. Mare Owner agrees to the following rates: \$_____Per Day
5. Stallion Manager will exercise judgment in care and supervision of mare and/or foal. Stallion Manager's veterinarian will examine mare for normal breeding conditions and will administer medical care as deemed necessary for the health and the safety of the mare and/or foal. Mare Owner hereby consents to all medical care administered to the mare by Stallion Manager's veterinarian. Mare Owner as provided in paragraph 1 will pay all applicable veterinarian and farrier expenses.
6. The mare shall be in a healthy and sound breeding condition; free from infections, contagious or transmissible disease. A current negative Coggins test, Photostat copy of registration papers (both sides), veterinarian's health certificate, plus a health, worming and immunization record must accompany mare. If Mare Owner should fail to provide any of the above documents, Mare Owner hereby consents to Stallion Manager's veterinarian examining and/or testing the mare as may be necessary to complete the above tests, certification and other records, all to be completed at Mare Owner's expense. HOWEVER, Stallion Manager reserves the right to refuse to accept any mare which is (1) not in proper condition or (2) which does not have all of the records, tests and registration documents as required herein.
7. Mare Owner agrees to pay \$300 to have the mare foal on the premises of Poplin Performance Horses. Mare Owner shall additionally pay all veterinarian expenses incurred in connection with the foaling.

8. Stallion Manager agrees to diligently try to settle owner's mare. Mare Owner agrees to give Stallion Manager ample opportunity to settle the mare (having bred her through at least two (2) heat periods). Poplin Performance Horses does not give a Live Foal Guarantee for any mare leaving the ranch unless the mare has been pregnancy-checked and found to be in foal by the ranch veterinarian. IF THE MARE LEAVES BEFORE PREGNANCY CHECKED THEN ALL UNPAID BOARD, EXPENSES, AND BEEDING FEES BECOME DUE AND PAYABLE AND THE LIVE FOAL GUARANTEE THEN BECOMES VOID. If, however, for any reason the mare does not settle, Mare Owner will hold Stallion Manager harmless. The above applies to the normal breeding period, February 1 through June 30 of each year. The decision to breed any mare after June 30 will be at the sole discretion of the Stallion Manager.

Mare Owner must provide information on the mare's cycle and ovulation, as well as confirmation of pregnancy by ultra sound starting at 14 days post ovulation following thru to 45 days of pregnancy. Failure to do so will void live foal guarantee.

9. Mare Owner is responsible for completing and sending to AQHA or APHA the paper work on receipt of the cooled transported semen and is responsible for blood typing or DNA testing their mare as per AQHA rule 209 or APHA rule RG-165. Embryo enrollment forms are also the responsibility of the Mare Owner.
10. This contract contains a 'Live Foal Guarantee'. A live foal is described as a newborn foal, which stands and nurses without assistance. If the foal is born dead, return privileges shall apply only if Stallion Manager is notified within seven (7) days thereof and receives a veterinarian's statement confirming death and return privileges shall apply only to the next normal breeding period.
11. If the mare miscarries, proves barren after being checked in foal, or fails to conceive during normal breeding season, Stallion Manager agrees to breed said mare again during the following year's breeding season. There will be a charge of \$500 for 're-breeding' service expenses. A substitute mare may be used if the original mare is deemed unfit for breeding at the discretion of the Stallion Manager.
12. A 'Breeders Certificate' will be issued for the foal conceived by the breeding when stallion fees and all other expenses have been paid in full. Mare Owner will receive a Breeder's Certificate when the Stallion Manager has been notified that a live foal has been produced.
13. If you have more than one foal born from a breeding (twins, embryo transfer, etc.) you will have to pay a full stud fee for each registration certificate for each foal.
14. Neither the Stallion Manager nor any person associated with Stallion Manager shall be liable for the death, sickness, and/or accident to the mare and/or foal; similarly, neither the Mare Owner nor any other person associated with the mare shall be liable for the death, sickness and/or accident to the stallion.

15. The parties further agree that should the stallion die or become unfit for service for any reason or if the mare should die or become unfit to breed, then this contract shall be come null and void and both parties are relieved of any further obligation hereunder. Likewise, any monies heretofore paid by Mare Owner toward the Stallion Fee, with the exception of the **non-refundable booking fee**, shall be refunded to Mare Owner. However, Mare Owner shall pay for all expenses actually incurred.
- 16. The live foal guarantee in this contract is non-transferable and non-assignable** and should the Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee granted shall be void. However, the Stallion Manger may, in its discretion, upon application and payment of a new booking fee, continue to honor the live foal guarantee granted to the original owner. In the event that Stallion Manager agrees to the transfer or assignment of the 'live foal guarantee' rights under the terms of this contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable.
17. The parties acknowledge that this agreement is made and shall be entirely performed within the State of Colorado and shall be construed and enforced under the laws of the State of Colorado. Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.
18. This contract shall be binding upon the parties hereto, upon execution hereof and the same may not be altered or amended, except by written mutual consent of the parties hereto.
- 19. A PHOTOSTATIC COPY, BOTH SIDES THEREOF, OF THE REGISTRATION PAPERS ON YOUR MARE MUST ACCOMPANY CONTRACT. OWNER RECORDED ON REGISTRATION CEDRTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.**
20. If your mare and/or foal is insured, fill in the name and telephone number of your agent:

POPLIN PERFORMANCE HORSES

_____ **DATE** _____

Stallion Fee _____

Booking Fee _____

Balance Due _____

OWNER OF MARE (As listed on Registration Certificate)

Signature _____ **Date** _____

Print Name _____

Address _____

City/State/Zip _____

Telephone _____