



STALLION SERVICES, Inc. breeding management

Robin & Neil DeRue 4009 G.P. Easterly Rd., W. Farmington, Oh. 44491
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BOARD & SERVICES CONTRACT

1. PARTIES. THIS AGREEMENT is made this _____ day of _____, 2010 by and between Stallion Services, Inc., whose business address is 4009 G. P. Easterly, West Farmington, Ohio 44491 (hereafter Stallion Services) and:

Name (hereafter Horse Owner)

Address

County City State Zip

Residence Phone

Farm Phone

Business Phone

Farm name and address, if different

2. THE HORSE (S). This contract pertains to the (enter applicable Registry organization and circle sex), hereafter The Horse (s):

1. Name _____ Registry _____ Age _____ Color _____ M / S

2. Name _____ Registry _____ Age _____ Color _____ M / S

3. Name _____ Registry _____ Age _____ Color _____ M / S

3. SERVICES CONTRACTED FOR OTHER THAN BOARD:

MARE: _____ Artificial insemination services with incoming transported semen.

_____ Artificial insemination services, stallion standing on Stallion Services premises.

_____ Live cover. _____ Foaling : Due date _____

_____ Other _____

STALLION: _____ Training to mount the phantom _____ Artificial insemination services

_____ Artificial insemination services _____ Frozen semen services

_____ Standing to outside mares from _____ (month) to _____ month, 20____.

_____ Other _____

4. BREEDING TERMS AND CONDITIONS. WITNESSETH, WHEREAS, Stallion Services will provide the service (s) in paragraph 3 previously mentioned, both Mare Owner and Stallion Owner are governed and agree to be bound by the provisions of this agreement. The parties hereto desire to agree for the services of one season.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

All costs and expenses of or on the behalf of The Horse are the sole expense of Horse Owner. Horse Owner agrees to pay monthly upon receipt of statement of account all expenses of The Horse including, but not limited to:

(a) Regular stall board at the rate of **\$16.00** per day for a dry mare, **\$22.00** for a mare with a foal at her side, **\$18.00** per day for light horse stallions. Regular stall board is a program for horses that require stalls for feeding and pasture for exercise. This program does not provide forced exercise, it does include minimal grooming (brushing, bathing, clipping and hoof care other than farriery).

(b) Should Stallion Services, in it's discretion, determine that The Horse needs special stall board for any reason, including but not limited to foaling, injury, disease or behavior problems, special stall board will be charged.

5. Upon arrival of The Horse on the premises of Stallion Services, Stallion Services agrees to undertake normal and reasonable practice to service The Horse.

6 (a). **BREEDING - FRESH SEMEN.** Stallion Services reserves the right to with hold live cover on any mare which presents a danger to the stallion or handlers or for any other reason whatsoever.

6 (b). **BREEDING - TRANSPORTED COOLED SEMEN.**

(i.) The Transport Container, semen preparation, and mode of transport to be conducted within accepted industry standards, with the exact practices to be used at the sole discretion of Stallion Services. Horse owners will be billed for lost or damaged containers or missing components.

(ii.) The Horse Owner is responsible for compliance with any and all requirements made of same by any breed registry or organization for successful registration of the resulting offspring when conceived.

7. **HEALTH CERTIFICATE.** Upon arrival, The Horse shall be accompanied by a health certificate indicating current vaccination for equine encephalomyelitis, Potomac horse fever, rabies, tetanus, influenza, and rhinopneumonitis and a current, within 30 days, deworming. Current vaccination against Strangles is strongly recommended but not required. Horses not accompanied by such certificate will be vaccinated shortly after arrival at the expense of The Horse Owner. The Horse shall also be accompanied by a certificate indicating a negative Coggins Test, within the previous 6 months. A Horse not having a Coggins Test will be tested after arrival at the Owners expense and The Horse will be placed in quarantine at \$25.00 per day. Any Horse with a positive test will not be accepted for boarding or breeding.

8. **HEALTH CARE.** The Horse Owner agrees to allow Stallion Services to have a licensed veterinarian check The Horse for normal breeding conditions and to perform such other veterinary services that Stallion Services may deem necessary for the proper treatment and protection of The Horse. This is to be at the Horse Owner's expense and will be billed and due as necessary. The Horse Owner agrees to allow Stallion Services to cause normal foot care and to remove hind shoes of mare, if shod. Breeding stallions should have all shoes removed.

9. **LIMITATION OF LIABILITY AND INDEMNIFICATION.** STALLION SERVICES, IT'S OWNERS, AFFILIATES, AGENTS, VETERINARIANS, FARRIERS, SERVANTS, AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY THE HORSE WHILE IN STALLION SERVICES CUSTODY, nor for any other loss, damages or injury arising out of or connected with breeding, boarding, OR services provided pursuant to this Agreement or otherwise, except as required by law. The Horse Owner fully understands, authorizes and assumes the special risks inherent in breeding, boarding and transporting horses, and acknowledges that mortality and other insurance is solely The Horse Owner's responsibility. ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY OR OTHERWISE, AND ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED, to the full extent permitted by law. In no event shall The Horse Owner's remedy exceed the amount of the fee paid for the service complained of. Stallion Services shall also not be liable for any personal injury or disability which The Horse Owner or his agents, representatives or family may receive while on Stallion Services premises, except as required by law. The Horse Owner agrees to indemnify and hold Stallion Services harmless from any claim, liability, cost or expense related to damages, illness or injury caused by the horse and agrees to pay all expenses and attorney's fees incurred by Stallion Services in defending such claims or demand. The Horse Owner fully understands that Stallion Services does not carry for any of the outside horses in their custody for breeding and boarding any public liability, accidental injury, theft or equine mortality insurance and that all risks connected with breeding and boarding of The Horse are to be born by The Horse Owners.

10. None of the above mentioned fees shall be refundable.

11. **EXPENSES.** The Horse Owner agrees to pay in full to Stallion Services and its veterinarians any and all amounts due on or before departure of The Horse from premises of Stallion Services. All costs and expenses of or on behalf of The Horse are the sole expense of The Horse Owner. The Horse Owner agrees to pay monthly upon receipt of statement of account all expenses of The Horse.

12. **CONTRACT ASSIGNMENT.** This contract shall not be assigned or transferred by either party hereto without the consent of the other.

13. **EMERGENCY CARE.** Stallion Services is hereby authorized to secure emergency veterinary care and blacksmith care required for the health and well being of any horse. All cost of such care secured shall be paid by The Horse Owner within (15) days from the day The Horse Owner receives notice thereof. In addition Stallion Services is authorized to act as The Horse Owner's agent to arrange direct billing to The Horse Owner.

14. **INSURANCE.** The Horse Owner shall provide Stallion Services with a certificate of equine health and mortality insurance prior to acceptance of said animal for breeding services. This shall be full mortality insurance in the amount of The Horse Owner's assessed valuation of The Horse. The Horse is insured with

INSURANCE CARRIER

PHONE NUMBER

POLICY #

IF THE HORSE IS NOT INSURED, THE HORSE OWNER'S OR AGENT'S SIGNATURE BELOW DETERMINES THAT INSURANCE PROTECTION IS NOT DESIRED AND THEREFORE THE HORSE OWNER ASSUMES ALL RISK OF LOSS.

15. **TERMINATION OF CONTRACT.** Either party may terminate this Agreement upon 30 days written notice except in the case of default or as provided for in paragraph 17. The right of termination herein granted to The Horse Owner and Operator is cumulative and the exercise thereof shall be without prejudice to the enforcement of any other right or remedy authorized or allowed by law or this agreement.

16. **DELINQUENT ACCOUNTS.** Interest at the rate of eighteen per cent (18%) per annum on the unpaid balance shall be charged for any account over 30 days past due. Any past due amounts are secured pursuant to paragraph 17 herein.

17. **SPECIAL LIEN.** A special lien pursuant to Ohio Revised Code Section 1311.48 through 1311.51 is hereby created and acknowledged on the above horse to secure the payment of any costs or expenses or other sum due as a result of this Agreement. In connection therewith, The Horse Owner is expressly prohibited and without authority to remove any horse from the possession of Stallion Services without having first paid any and all such charges in full or without the express written consent of Stallion Services. Stallion Services may, at any time until all amounts due hereunder are fully paid, file a photo-copy of this contract in the county and state in which it believes The Horse (s) to be kept, or where the customer resides, and when so filed the copy shall be effective as a financing statement as well as security agreement.

18. **RELEASE.** The Horse Owner shall make arrangements with Stallion Services for The Horse's release at least 48 hours in advance. The Horse Owner is solely responsible for determining whether The Horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations and health certificates, whether through Stallion Services' veterinarians or otherwise. Upon commencement of loading of the horse for shipment, The Horse Owner assumes full responsibility and releases Stallion Services from any responsibility or liability for The Horse's health, soundness, breeding condition, transportation or care.

19. **GENERAL MEDICAL.** The horse which is the subject of this transaction is available for independent veterinary inspection to be performed on behalf of, and at the option of, The Horse Owner. Except as otherwise provided for herein, however, Stallion Services makes no warranties whatsoever regarding the medical status of any horse, including the existence of any disease, ailment, condition, syndrome or illness, or the future genetic transfer of the same, whether latent or patent.

20. **ENTIRE AGREEMENT; CONSTRUCTION; JURISDICTION; ATTORNEY'S FEES.** This Agreement contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and not part of this Agreement. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. The Agreement shall be construed and governed by the laws of the State of Ohio. At Stallion Services option, jurisdiction and venue for all disputes connected with this Agreement shall be proper only in Trumbull County, Ohio. If a lawsuit is filed with respect to this Agreement, or Stallion Services forecloses its security interest, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs.

21. **MISCELLANEOUS.** This agreement shall be deemed to have been entered into in Trumbull County, Ohio which shall be the appropriate legal forum and that Ohio law shall apply. Venue for any cause of action arising from this Agreement will be in Trumbull County, Ohio.

This Agreement is not effective until approved and executed by Stallion Services, which reserves the right to reject any horse at its sole discretion, and to return any unruly horse at The Horse Owner's expense.

This Agreement constitutes the entire Agreement between the parties thereto, and may only be modified by written agreement of all parties.

EXECUTED AT: STALLION SERVICES, TRUMBULL COUNTY, OHIO

this _____ day of _____, 20_____.

THE HORSE OWNER HAS READ ALL PAGES AND ACCEPTS ALL OF THE TERMS OF THIS AGREEMENT.

HORSE OWNERS SIGNATURE

STALLION SERVICES, Inc. SIGNATURE

