



STALLION SERVICE CONTRACT

I hereby agree on the ____ day of _____, 20____, to contract with Santa Hill Ranch, Inc. hereinafter known as "Breeder", to breed the mare _____, Registration # _____ to the stallion **The Kids Gotta Gun**, Registration # **AQHA 5441468 / PAINT 1,016,729** for the fee of **\$2,000** for the 2023 breeding season, which begins February 7, 2022, and ends July 15, 2022, subject to the following terms and conditions:

\$ 500 Non-Refundable Booking Fee	\$700 Non-Refundable Farm Fee (for on-site breedings)
\$ 1,500 Balance of Stallion Fee	\$350 Non-Refundable Chute Fee (for shipped semen)
Additional Terms: _____	

1. This breeding contract is to be returned with a non-refundable Booking Fee and Farm or Chute Fee. Stallion Fee is for one live foal. The Balance of Stallion Fee is additional due when the mare is checked in foal or upon her departure from the breeding facility after having been inseminated, or prior to the first cooled semen shipment. Mare Owner agrees to provide a photocopy of the mare's registration papers with the breeding contract. All other expenses shall be due according to the schedule(s) listed below.

2. Mare shall be in healthy and sound breeding condition.

3. For On-Site Breedings:

- A. Mare Owner will furnish Breeder with a current negative Coggins test, veterinarian's certificate and all current health records. Any open mares, excluding maiden mares, will be required to have a current biopsy. If a veterinarian's certificate, Coggins test or biopsy report does not accompany mare, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. The Breeder reserves the right to reject any mare that is not in proper condition, or does not have all of the records, tests, and registration documentation as required herein.
- B. Breeder agrees to furnish all facilities for the care and feeding of the mare while in its custody. Mare Owner agrees to pay for care and feed and at the daily rate of \$25.00 for pasture mares (if pasture available, \$25.00 for wet mares) and \$40.00 for stalls (\$65.00 for wet mares). Breeder will exercise judgment in care and supervision of mare. Breeder's veterinarian will administer medical care as deemed necessary for the health and safety of the mare and foal at Mare Owner's expense. The \$700 farm fee includes preparation of mare (lights, ultrasound, etc), collection and semen evaluation, and insemination. There will be a \$450 foaling charge on all mares foaled at Santa Hill Ranch, Inc.
- C. Breeder agrees to try diligently to settle the mare, however, if she fails to settle for any reason, Mare Owner will hold Breeder blameless and return privileges will be granted for the return contract year only.
- D. The undersigned agrees that the Breeder and its agents, officers, and employees will not be responsible for any accident, injury, sickness, or death to the mare or its foal, whether from flood, fire, theft, act of God, or for any other reason. The undersigned agrees to and shall indemnify and hold harmless Breeder and its officers, agents, and employees from and against any and all claims, losses, damages, cause s of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney fees, for injury or death to the mare and/or foal. Any person associated with Breeder is not liable for death, or any disease, accident, and/or injury caused to the mare and/or her foal, and that Mare Owner is not liable for the death, or any disease, accident, and/or injury caused to the stallion.
- E. Breeder requires the Balance of the Stallion Fee, plus all unpaid board and expenses must be paid in full before the mare is released from Santa Hill Ranch, Inc. Arrangements must be made 72-hours in advance prior to mare departure. A mare owner representative will be allowed to pick up the mare if a signed credit card authorization is on file.

4. For Cooled Semen Shipments:

- A. Cooled Semen Shipments include the cost of the collection and evaluation of the semen. In addition to the agreed Booking Fee and Balance of Stud Fee, the following charges and guidelines will apply:
- B. The Chute fee covers the first two (2) semen collections. Shipping and courier charges are not included. Any subsequent shipments, if necessary, must be paid in advance by the Mare Owner at \$200.00 per collection, plus shipping and courier charges. All shipping charges will be the responsibility of the Mare Owner. Overnight shipping is \$250.00 per shipment. Counter to counter by air freight is \$350.00 per shipment (which includes courier charge to the airport).
- C. Stallions are collected on Monday, Wednesday, and Friday during breeding season which exists February 1st through July 15th. There are no exceptions. You must give 24-hour advance notice to Santa Hill Ranch, Inc. prior to actual shipment at (845) 294-3662 x4. Shipment requests must be called in and not emailed. Santa Hill Ranch, Inc. requires that all cooled semen expenses be paid in advance of shipment. In the case of subsequent shipments, any additional shipping fees must be received before the next shipment will be sent.
- D. Shipping container must be returned to Santa Hill Ranch, Inc. within 48 hours of receipt of semen shipment. Shipping containers not returned within the above specified time frame are subject to a fee of \$50.00/day until returned to Santa Hill Ranch, Inc. There will be a maximum of two (2) shipments allowed per breeding cycle on all stallions.
- E. Santa Hill Ranch, Inc. only assumes responsibility to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged or lost in transit. Santa Hill Ranch, Inc. does not guarantee the fertility of any stallion but agrees to process each ejaculate to optimize 24-hour post cool motility and subsequent fertility. Every effort should be made to inseminate the mare within 24 hours after collection from the Stallion. Mare Owner agrees to use all cooled semen provided by the Agreement for the mare named in this Agreement and no other. Every effort will be made to accommodate your mare's breeding time frame; however, it is the Mare Owner's responsibility to contact Santa Hill Ranch, Inc so that your veterinarian and ours can get your mare in foal on a timely basis. Failure to adhere to the above requirements may result in missed heats and delayed shipments AT THE MARE

OWNER'S EXPENSE. Insemination must be done by a veterinarian knowledgeable in successful insemination techniques. Mares on premises of Santa Hill Ranch, Inc have breeding priority on any given breeding day; therefore, we make no guarantee cooled semen will be available for a specific day.

F. If Cooled Semen is replaced by Frozen Semen, additional fees will apply.

5. Monthly statements shall be e-mailed for services herein provided. Such statements shall be due and payable upon presentation. Statements not paid within 30 days will be subject to a finance charge of 1.5% per month or a maximum rate allowed by the law.

6. The above stated fees are subject to change at the discretion of Santa Hill Ranch, Inc.

7. This contract contains a Live Foal Guarantee for the initial contract year when the mare has been pregnancy checked and declared to be safe in foal by a veterinarian. A live foal is described as a newborn foal that stands and nurses without assistance. If the mare miscarries, aborts, or the foal is born dead, Mare Owner agrees to furnish to the Stallion Owner, within seven (7) days, a veterinarian's statement describing the occurrence, in such a case, return privileges will be available for one year ONLY. If the Mare Owner fails to return the mare for breeding the following year, then any and all fees paid shall be forfeited, the right to rebreed is cancelled and the Stallion Owner is released from all further obligation of the contract, unless otherwise agreed in writing and signed by all parties. Breeding fee(s) will not be refunded. Breeder does not make any warranty or representation as to the quality or confirmation of the foal, merchantability or fitness for a particular purpose, or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.

8. If the mare dies or becomes unfit to breed, the Mare Owner may return during this season or the following season ONLY with a suitable mare approved by the Stallion Owner/Breeder. There are return privileges only if Breeder is provided with licensed veterinarian statement confirming such condition. Breeder may, at its election, either rebreed the mare or refund the Stallion fee paid pursuant to this contract less the non-refundable Booking and Farm Fees, thereby relieving the Breeder of its obligations to rebreed the mare. This provision does not apply to mares that are being bred under the authorized rebreed privilege.

9. Should the above named stallion die or become unfit for service for any reason, then this contract shall become null and void and both parties are relieved of any further obligation hereunder, and any monies paid by the Mare Owner toward the Stallion Fee, with the exception of the non-refundable Booking Fee and Farm Fee shall be refunded to the Mare Owner if the mare is not settled or would qualify for rebreed privileges.

10. Embryo Transfers: Mare Owner agrees to notify Santa Hill Ranch, Inc. that this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to pay a stallion fee of \$ 2,000 for each additional live foal. Additional Breeder Certificates will be issued upon receipt of necessary stallion fee(s).

11. A Breeder's Certificate will be issued for a foal when the Stallion Report is filed (after a veterinarian pronounces the mare safe in foal), the Booking Fee, the Chute Fee, Stallion Fee and all other expenses have been received by Breeder in full, and Breeder has been notified that a live foal has been produced.

12. Rebreds and donated breedings are subject to a \$350.00 chute fee.

13. There will be no exceptions to the terms of this contract and it is not transferable unless provided for in writing and signed by all parties.

14. This shall be a binding contract on both parties, subject to the terms and conditions set forth herein and shall be binding on and shall insure to the benefit of the parties and their heirs, personal representatives and permitted successors and assigns. This contract is not transferable or assignable by Mare Owner and is made solely for the benefit of the parties hereto and their respective permitted successors and assigns and no other person or entity shall have or acquire any right by virtue of this contract not provided for in writing and signed by both parties.

15. The parties hereby specifically agree that this Agreement shall be construed, governed and interpreted by and in accordance with the internal laws of the State of New York. In any action or arbitration is brought to enforce or interpret the terms of this Agreement, the proper place of venue shall be Orange County, New York as this agreement shall be performed in Orange County, New York as the last act to make this a binding contract occurred in Orange County, NY. Should any civil action be commenced between the parties concerning this Agreement, or any rights or duties hereunder, the prevailing party shall be entitled, in addition to any other relief as may be granted, to reasonable attorney's fees and disbursements as determined by a court or competent jurisdiction. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remaining provisions of this Agreement shall be nevertheless continue in full force and effect without being impaired or invalidated in any way except the parties agree to insert, to the extent possible, a substitute provision to carry out the intention of the parties.

Mare Owner Information (please print clearly)

Santa Hill Ranch (Stallion owner/agent)

Owner's name as shown on Registration Records

Authorized by: _____

Address

Date: _____

City, State, Zip

Home Phone Cell Phone

Mare: _____ Reg#: _____

E-mail

Signature Date