

## **STALLION SERVICE AGREEMENT – NON-REGISTERABLE FOAL**

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between **Blazing Brand Ranch**, hereinafter referred to as “Farm,” and \_\_\_\_\_, hereinafter referred to as “Mare Owner.”

WHEREAS, Mare Owner is the owner or lessee of a certain non-registered mare described herein as:  
Named \_\_\_\_\_, foaled \_\_\_\_\_, marked and/or coloured as \_\_\_\_\_, and

WHEREAS, Mare Owner wishes to breed said mare as above-described to the stallion ELDORADOS DUKE, registered with the American Paint Horse Association Registry, Registration Number 347,609.

IT IS NOW THEREFORE AGREED between the parties as follows:

### **Booking and Stallion Fees**

(A) Mare Owner agrees to pay a non-refundable booking fee of \$100.00 to reserve a breeding for the year 20\_\_\_\_, which shall be credited against the Stallion Service Fee.

(B) Mare Owner agrees to pay Stallion Service Fee (stud fee) of \$300.00, including booking but excluding mare care. For said consideration, Farm hereby agrees to breed the stallion as above-described to the mare belonging to Mare Owner as above-described.

(C) The full amount of the stud fee as set forth above and the accrued board, veterinary expenses, mare care, farrier expenses, and other related charges shall become due and payable prior to return of the mare to Mare Owner. Farm shall have a lien against the mare, any foal at side and produce of the amounting which is subject of this Agreement until such time as any and all charges are paid in full; said lien shall survive any transfer of possession. Mare Owner agrees to pay all charges when due and should Mare Owner fail to do so, Farm shall be entitled to recover any costs, expenses and attorney’s fees expended in collection. In the event collection of Owner’s account is placed in the hands of an attorney, Owner agrees a minimum fee of \$500.00 shall be assessed as attorney’s fees.

### **Mare Care and Board**

Mare Owner agrees to pay Farm, the sum of \$10.00 per day for dry mares; and \$15.00 per day for wet mares. This amount will be charged per calendar day, or portion thereof, in which the mare is in the custody or control of Farm. All mare care charges, including any charges of horse-trimming, veterinary care, or similar charges shall be due and payable prior to return of mare to Mare Owner.

### **Breeding Terms**

This contract is a “Live Foal” contract. “Live Foal” is herein defined as a newborn foal, which stands and nurses without assistance. If the mare does not deliver a live foal, the Mare Owner shall be entitled to a return privilege for the following breeding season in accordance with the cost schedule in this contract. In order to retain return privilege for breeding, the Mare Owner must provide the Farm with written notification of said intentions within .

Mares that are not halter broken will not be accepted. Mares with shoes must have them pulled prior to arrival at the Farm. If mare arrives with shoes they will be pulled at Owner's expense. Maiden mares may be sedated at Owner’s expense for safety of Stallion and Handler at breeding times only. Mare Owner understands and agrees that the mare may be tranquilized for breeding purposes if deemed reasonable or necessary by Farm. Owner agrees to submit a completed Mare Information Sheet at time of booking.

**Breeding Terms Cont'd**

Breeding shall be conducted as in-hand live cover by the Farm. If the Farm deems it unsafe for the horses or the Handler(s) to breed the mare via in-hand live cover, breeding via artificial insemination may be offered with all associated costs, including but not limited to stallion transportation, handling fees, veterinary fees, collection fees and breeding fees, being the responsibility of the Mare Owner. In the instance of artificial insemination being offered, the Farm shall contact the Mare Owner immediately and the Mare Owner must respond in writing within 24 hours. Otherwise, this Stallion Service Agreement shall be considered void and booking fee shall be forfeited.

It is understood that the breeding season for Farm commences on March 1 of the calendar year and terminates August 31 of the same calendar year. Mares who do not come into season or are not settled within said breeding season as above-described shall be carried over to the following year, or may be rebred during the following heat(s) if it is practical for Farm to do so. In the event mare owner elects to rebreed during the following breeding season, Mare Owner agrees to pay any increase in the stallion service fee or mare care fee.

This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the Province of Alberta, and shall be enforced and interpreted according to the laws of said Province.

In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Additional agreements should be separately initialed by each party. If none, check here { }.

FARM NAME: BLAZING BRAND RANCH

Stallion Handler/Owner for Farm: Dave or Tami Brand \_\_\_\_\_

By: \_\_\_\_\_  
MARE OWNER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
MARE OWNER (PRINTED)

\_\_\_\_\_  
WITNESS (PRINTED)