

Timber Creek Veterinary Hospital

19300 FM 1541
Canyon, TX 79015
(806) 488-2321

STALLION SERVICE CONTRACT

I, hereby agree to breed _____ Age _____

Registration No. _____ Breed _____ Color _____

Sire _____ Dam _____

to the stallion ROYAL SILVER KING standing at Timber Creek Veterinary Hospital, Canyon, Texas in the year 2006.

The Stallion Service Fee of **\$2,000.00** is due and payable to Timber Creek Veterinary Hospital.

A non-refundable Booking Fee of **\$500.00** must accompany this contract when it is returned. This amount will be considered the Collection Fee (a one time charge per mare, per year) and is payable to Timber Creek Veterinary Hospital.

SHIPPED SEMEN: I agree to pay Timber Creek Veterinary Hospital **\$300.00** for the 1st shipment via FedEx.
Additional shipments via FedEx will be charged at the rate of **\$175.00** per shipment.
Commercial airline shipments will be paid at the applicable rate above ***PLUS*** an additional fare of **\$210.00**.

Three (3) shipments of semen will be available at the owner's request. After 3 shipments that result in unsuccessful pregnancies, I agree to have my mare examined by a licensed veterinarian.

A deposit of \$300.00 will be required for the use of the Equitainer. We suggest this deposit be put on a Visa/MasterCard but will not be processed if the Equitainer is returned via 2nd day air to Timber Creek Veterinary Hospital.

I understand that all stallion service fees; collection fees and applicable shipping charges must be paid prior to any semen shipments.

1. A copy of a negative Coggins Test must be furnished upon mare's arrival for on farm breeding. A copy of the mare's registration papers (both sides), and a copy of lease agreement (if applicable), must be furnished with the signing of this contract.
2. Mare owner warrants that the mare is in a healthy and sound breeding condition. For on farm breedings, it is agreed that Timber Creek Veterinary Hospital shall check the above mare for normal breeding conditions and perform such other veterinary services for the mare as is deemed necessary at the expense of the mare owner.
3. It is understood that Timber Creek Veterinary Hospital shall not be responsible for any damages occasioned by loss, theft, injury, disease or death of the mare or her foal, whether caused in whole, or in part, by the negligence of Timber Creek Veterinary Hospital's employees or care takers. The hospital will exercise its best judgment in the care and supervision of your mare.
4. It is further agreed that should the above named stallion die or become unfit for service, or, if the mare dies or becomes unfit to breed, then this contract shall become null and void.
5. If the mare proves not to be in foal the year bred, then the stallion owner has the option to rebreed the same mare the following year, or request a substitute the following year, thereafter all fees will be forfeited if the mare is not pregnant. All veterinary fees, board fees and the Collection Fee will be charged as usual (same as above).
6. It is agreed that you are to get a live foal from this stallion service. Should the foal not stand and nurse, you are entitled to a return privilege for the next breeding season, also this privilege is only for the same mare. This live foal contract will only apply if the stallion owner is notified in writing 48 hours from death. A statement must accompany this notice from a licensed veterinarian.
7. It is further agreed that the veterinary charges are due and payable upon receipt of a monthly statement. These charges are in addition to the stallion service fee. All fees, including the stud fee and expenses incurred shall be paid in full prior to the mare's departure from the facility.
8. The mare owner shall be responsible for reasonable attorney fees and court costs if necessary to collect fees due hereunder. It is expressly agreed that this contract is performable in Randall County, Texas and venue for any action hereunder shall be in Randall County, Texas.
9. This contract shall not be assigned or transferred by the mare owner without written consent of the stallion owner.
10. Any alterations of the contract without the initials of the stallion owner or agent or signature of the stallion owner or agent makes this contract null and void.

APPROVED:

Stallion Owner (or agent) Signature

Mare owner or Authorized Agent (Signature)

Address

City State Zip

Phone (Home): Phone (Other):

SUMMARY:

Booking Fee (Collection Fee) \$500.00
(due at contract signing)

Stallion Service Fee \$2,000.00
(due prior to shipment or breeding)

Equitainer Dep. (Refundable) \$300.00
(must be on file prior to 1st shipment)

A copy of this contract will be returned to mare owner when signed by Stallion Owner or his agent.