

JMB Ranch
1967 West 4000 South
Spanish Fork, Utah 84660
801/798-7276 phone/fax

Stallion Service Contract

Does not guarantee breeding until signed by both parties and returned with Booking Fee.

This Stallion Service Contract is made and entered into by JMB Ranch, agent for the stallion **Skip Premiere** and Hereinafter referred to as "BREEDER," and MARE

OWNER/S _____

for the purpose of breeding one mare to **Skip Premiere** for the **2005 Breeding Season** for the stud fee of **\$1,200.00. (Includes first semen shipment.)**

Mare Owner intends to breed the following mare to **Skip Premiere** in the 2005-breeding season:

Mare: _____ Breed _____

Reg# _____

Registered Owner of Mare _____

Address of Registered Owner: _____

Telephone Number _____

This service is subject to the following terms and conditions

1. A booking fee of \$200.00 of the above fee is payable with this contract and is non-refundable. The balance of \$1,000.00 plus all unpaid expenses will be payable upon receipt of an invoice, prior to the first shipment of cooled semen or when the mare departs from JMB Ranch premises, whichever is first. JMB requires 24 hours (1 day) advance notice when the Mare Owner wishes to remove his mare(s) from the farm. This will allow sufficient time to prepare the final statement. The mare will not be released to the Mare Owner, representative or agent of Mare Owner until all expenses and fees are paid in full.

2. Transported Semen. There are additional fees for the use of cooled transported semen. The fees will be as follows:

\$270.00 refundable container deposit for Equitainer or \$40.00 deposit for the clipper container. Collection fee of \$100.00 per shipment, plus actual shipping costs. Mare owner may issue JMB Ranch two checks. The deposit check for the container, and a check to cover the collection cost and shipping fee. JMB ranch will hold the deposit check and return it in full if the container is returned intact to JMB ranch within 10 days of breeding the mare. JMB ranch requires 24-hour notice of semen requirement. Mare Owner is advised that semen collection take place on Monday, Wednesday and Friday with Federal Express delivery on Tuesday, Thursday and Saturday. Two doses of semen are provided in first shipment to increase the chance mare will settle, in case ovulation is not precise. Please use a qualified reproduction veterinarian to insure proper handling of semen and to reach our joint goal of getting your mare in foal. This will keep your cost down by not having to repeat te procedure.

3. Mares that are not halter broke will not be accepted at JMB ranch.

4. Mare Owner agrees to have mare in a healthy and sound breeding condition, free from infection,

contagious or transmittable disease and to provide a copy of registration papers (both sides), a veterinarian's health certificate, upon delivery of mare to breeding farm.

5. Breeders will care for the mare and/or foal with all reasonable care. Mare Owner gives Breeder permission to have the mare treated by the licensed Veterinarian and have normal veterinary services performed for anything which might insure Mare and or Foal's well being by either Breeder or Breeder's Veterinarian deemed necessary for injury or illness at the Mare Owner's expense.

6. Board rates at JMB ranch are as follows: \$5.00/day for a dry mare, \$6.00/day for a wet mare. Any special veterinary services or special feeding programs other than the usual feeding program of oats/corn/barley and alfalfa or grass hay shall be specified in writing by the Mare Owner and be at Mare Owner's expense or supplied by Mare Owner.

7. Any mare found not to be in sound breeding condition shall not be bred. A Mare Owner may substitute another mare registered in his name that breeding season, subject to the same conditions.

8. The Breeder agrees to diligently try to settle the above named Mare and shall have sole discretion of determining the best method of breeding the mare. However, if the Mare does not settle, the Breeder shall be held harmless. (Mares being covered by shipped semen may be required to be brought to the farm if after three shipments they do not settle.)

9. The Stallion Owner guarantees a live foal for the Breeding contract herein. Live Foal is defined as a foal that stands and nurses without assistance. Should the mare prove to not be in foal in the year bred, or should the foal not stand and nurse without assistance, Mare Owner shall notify Breeder in writing within one week of foaling date (or the date Mare proves to not be in foal or loses her foal.) Such notice shall be accompanied by a written statement from a licensed veterinarian verifying that the foal is not "live" as defined above or has been lost as defined above. Under the foregoing circumstances and upon receipt of the specified notice and the original Stallion Breeding Contract, it is agreed that the Stallion Owner shall provide to the Mare Owner for a handling fee of \$100.00 a return breeding the next year only, and to the same Mare originally booked, subject to the same conditions of this contract. If Mare Owner fails to deliver the Mare for rebreed the following year, then any and all fees shall not be refundable; the right to rebreed is canceled and the Stallion Owners are released from any further obligation what so ever.

10. Waiver of liability. It is understood that the breeding farm, its owner, employees, veterinarians and guests shall not be liable for any injury, escape, disability, or death of Mare Owner/s Mare or Foal. The above named Mare Owner, whose horse(s) are under the care of JMB ranch will not be liable or responsible for any damage, injury or death to the breeding farm stallions, employees, veterinarians and guests, or other animals in the care of JMB ranch, whether or not caused by its orse/s.

11. The breeding season for this contract shall begin January 15th and close Sept 30 of the year covered by this contract

12. Should the above named mare die during the breeding season, then the Mare Owner may substitute another mare which he owns after the Breeder receives a written notification from a licensed veterinarian To the above named Stallion as agreed to by both Mare Owner and Breeder.

13. In the event the Stallion should die or become unfit for service before the mare is settled, the balance of the Stallion fee, if already paid, shall be refunded. All other incurred board and expenses shall be due and not refundable.

14. A Breeder's Certificate will be issued only after Mare Owner has notified Stallion Agent by phone or by writing that the Mare has produced a live foal and all bills on the mare have been paid. If the Mare Owner transfers ownership of the Mare before foaling, the Breeder's Certificate will be issued to the new Owner upon such transfer, when all conditions of this contract have been met to date.

15. JMB Ranch shall have a possessor lien on Mare and/or Foal for all unpaid bills. Mare Owners shall be responsible for reasonable attorney's fees and court costs if necessary to collect fees due hereunder.

16. This contract is not transferable or assignable. Multiple mare discounts are to be used by a sole owner and are non transferable from one mare owner to another.

17. Owner recorded on Mare's registration certificate will be recorded on the stallion breeding report.

18. When the above named Mare Owner signs and returns the booking fee and both copies of this contract for the Breeder to sign, it will then be a binding contract on both parties, subject to the above terms and conditions. This agreement shall be governed by the laws of the State of Utah and under the jurisdiction of Utah County.

Mare Owner _____ Date _____

Stallion Owner /Agent _____ Date _____
