

SIERRA BLANCA EQUINE
STALLION SERVICE CONTRACT

The parties hereto contract the service for the 20__ breeding season to _____
(the "Stallion"), for _____ (the "Mare") Reg. # _____
A copy of the Mare's registration papers and a Negative Coggins shall accompany mare on arrival.

1. Mare owner agrees to pay a Stallion Service fee of \$_____, plus board and other related expenses while at the farm such as veterinarian fee, farrier fees, foal out fees, etc. All board and other expenses are to be paid monthly, within 15 days of invoice date. Interest will be charged at 1.5% per month on each invoice that is over 30 days.
2. A non-refundable booking fee of \$_____ is payable with this contract, and is part of the total Stallion Service Fee. The unpaid balance of the Stallion Service Fee is to be paid in full the mare is pronounced in foal or when the mare departs. The mare will not be released until all expenses are paid in full; including the Stallion Service Fee.
3. No Breeder's Certificate will be issued until all accounts are current. Stallion breeder's certificate shall normally be issued when owner calls to inform of live and/or requests document. However, Breeder's Certificate shall not be delivered to the Mare owner until any and all of the breeding fee, mare care and veterinary fees, costs and expenses are paid to Breeder or Breeder's agents in full. If mare is designated as a year round boarder and relocates prior to one year, board will then be recalculated at non-year round rate retroactive to arrival date/Contract date through departure date.
4. Sierra Blanca Equine agrees to diligently try to settle owner's mare during the breeding season, which shall be any during the first week of February through the end of June of the contract year. However, it is understood and agreed that if for any reason the mare does not settle, mare owner will hold Sierra Blanca Equine harmless. Mare owner agrees that Sierra Blanca Equine will not be responsible for any disease, accident, sickness or death of mare or foal and that Sierra Blanca Equine will exercise their judgment in supervising and caring for mares and foals. Mare Owner agrees to allow a qualified veterinarian to examine the mare and to perform any other veterinary services deemed necessary, at Mare Owner's expense.
5. In the event the Stallion dies, becomes unavailable to Breeder, or becomes unfit for service; or, if the Mare dies while in the care of Breeder, this Contract shall be rendered, by these conditions immediately null and void upon such condition and, the booking fee shall be returned to Mare Owner less there remain(s) outstanding bills, fees, cost, expenses or any other charges.
6. In the event the mare proves not to produce a single live foal that can stand alone and nurse after payment in full of the Stallion Service Fee, the mare shall have a return breeding privilege at no further Stallion Service Fee charge for the next year breeding season if the mare owner furnishes a veterinary certificate within seven days of the date the mare is determined not in foal or fails to produce a single live foal. Another mare may be substituted upon approval. Veterinary services, board and other related expenses will be charged on the return breeding. If the mare owner fails to provide such certificate, or fails to deliver the mare for the breeding the next year breeding season, the return breeding privilege is cancelled, and no refund shall be due to the mare owner for any reason. In the event the mare is sold, catalogued and transferred to a sales facility, transported out of the continental United States, changes ownership, or is returned to racing, the Stallion Service Fee becomes non-refundable and the live foal guarantee is voided.
7. Payments, refunds, notices and inquiries under this contract must be made to the Sierra Blanca Equine address and fax number designated below. This agreement is personal to the mare owner and shall not be assigned or transferred by the mare owner without the prior written consent of Sierra Blanca Equine. This contract shall be binding on both parties, subject to the above terms and conditions, provided that the mare owner, or authorized representative, signs and returns both copies of this contract to Sierra Blanca Equine, together with the booking fee. This Agreement shall be governed and construed by the laws of the State of New Mexico and venue for any action relating or arising from this contract shall lie in Lincoln County.

8. If either party hereto defaults in the performance of any provision of this contract, the other party may, at his discretion, declare this contract terminated. The party which defaults in the performance of any duties under this contract shall be responsible to the other party for reasonable attorney's fees and court costs incurred in enforcing the provisions of this contract.

9. The provisions of this contract are binding on the heirs, executors, administrators and assigns of the mare owner, unless modified by mutual, written agreement.

10. Upon review, understanding and execution by signature upon this written document, this Contract shall then become binding upon both parties and subject only to the above written; and specific terms and conditions here in.

Signed and Agreed to this _____ day of _____, 20____

Owner, Owner's Authorized Agent, Lessee

Sierra Blanca Equine, Authorized Agent
PO Box 602
Ruidoso Downs, NM 88346
575-378-0043
484-723-7764 Fax
Ksaunders2009@gmail.com

Signature

Address

City, State, Zip

Phone number

Fax Number

Email address