



Stallion Service Contract

WITNESS THIS AGREEMENT THIS _____ DAY OF _____, _____, between 7 Bar Quarter Horses, hereinafter referred to as “7 Bar”, and _____ hereinafter referred to as “Mare Owner.”

WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name of _____, with the _____ Registry, Registration number _____, foaled _____ and

WHEREAS, Mare Owner wishes to breed said mare as above described to the stallion:

_____ INVESTMENT TERMS

OR

_____ INDEFINATE

For the fee of \$ _____, for a live foal, subject to the following conditions:

TERMS and CONDITIONS:

1. Mare Owner agrees to pay a non-refundable booking fee of \$ _____ to reserve a breeding for the year _____ which shall be credited against the Stallion Service Fee.
2. For consideration of \$ _____, excluding mare care and shipped semen, 7 bar hereby agrees to breed the stallion _____, as above –described to the mare belonging to Mare Owner as above-described.
3. The full amount of the stud fee as set for the above and the accrued board, veterinary expenses, mare care, farrier expenses, and other related charges shall become due and payable prior to delivery of the mare to Mare Owner, 7 Bar shall have a lien against the mare, any foal at side and the produce of the mating which is the subject to 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, 7 Bar shall be entitled to recover any costs, expenses and attorney’s fees expended in collection. In the event collection of Mare Owner’s account is placed in the hands of an attorney, Mare Owner agrees to pay all assessed attorney’s fees.
4. Mare Care and Board are as follows:
 - a. 7 Bar will provide supervision of mare and /or foal. 7 Bar assumes responsibility for arranging veterinary and farrier services as needed. 7 Bar will have a licensed veterinarian examine mare for normal breeding conditions and administer medical

- care as deemed necessary for the health and safety of the mare and or foal. All medical and other services provided to the mare/foal will be at the expenses of the Mare Owner.
- b. The mare shall be in healthy condition for breeding. The mare shall be free from infectious, transmissible, and contagious diseases. Have a current negative Coggins Test, copy of the registration papers returned with a signed contract, and a current worming/immunizations record when the mare is delivered to 7 Bar. 7 Bar will reserve the right to refuse a mare if she is not in satisfactory condition and the booking fee will be forfeited.
 - c. Mare Owner agrees to pay \$ _____ per day to board dry field mares on the 7 Bar premises and \$ _____ per day wet field mares; and \$ _____ per day dry barn mares; and \$ _____ per day wet barn mares. This amount will be charged per calendar day or portion thereof, in which the mare is in the custody or control of 7 Bar. All mare care charges, including any charges of horseshoeing, veterinary care of similar charges shall be due and payable prior to the return of mare to Mare Owner. In the event the above-named stallion stands at a commercial breeding and/or boarding facility, said facility will be considered an independent contractor for the purposes of this agreement.
 - d. 7 Bar will try to settle mare, however, for any reason that the mare fails to settle the Mare Owner will not hold 7 Bar accountable for the fertility of the mare.
5. 7 Bar guarantees a live foal. A live foal is defined as a newly born foal that can stand and nurse without assistance. If the foal dies or is born dead the breeding privileges will be for the breeding season of _____. 7 Bar must be notified within 10 days and receive a veterinarians statement confirming death. If after the mare has been declared "safe in foal", she should miscarry or prove barren after leaving 7 Bar's premises, the Mare Owner has the right to a rebreed for the current breeding season or the following year. Breeding season is defined from February to June of that year.
 6. Shipped semen breedings will be charged a non-refundable booking fee of \$200.00. This fee will be payable at time of booking and will be subtracted from the balance of the breeding fee.
 - a. A \$250.00 container deposit will be required at the beginning of the breeding season. This will be refunded when all containers are returned. The mare owner is responsible for returning the container within 5 working days. If not returned within the 5 days, a \$15.00 per day fee will charged until it is returned. If not returned by the end of the breeding season the deposit will be forfeited.
 - b. Shipped semen will be charged out at \$250.00 per collection. Plus freight charges. These charges will be collected prior to time of shipment. Breeder must be notified 24 hours in advance of shipping requirements.
 7. If the stallion dies or becomes incapable of breeding the breeding fee less the booking fee will be refunded and this contract will be deemed cancelled.
 8. It is also agreed that 7 Bar, their employees or agents will not be held liable for the death, accident or illness caused to the mare/foal.
 9. Once the mare has produced a live foal a "Breeder's Certificate" will be issued. This will be done when all accounts are paid in full.
 10. This contract will be governed by the laws of the State of Texas.
 11. Other terms of this contract are:

There are no other agreements, verbal or implied and by the signing of this agreement both Mare Owner and 7 Bar will be bound by the stated terms and conditions.

7 Bar Quarter Horses

Date

Mare Owner

Date

Registration Number of Mare

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