



# RK Paint Horses/JDS Paint Horses

Stallion Service Contract

## ImaHundredProof

Black Homozygous Tobiano Stallion



Owned by:  
 RK Paint Horses  
 8835 Bonanza Rd  
 Phelan Ca. 92371  
 760-220-0371

Standing at:  
 JDS Paint Horses  
 3862 Las Flores Dr.  
 Fallbrook Ca. 92028  
 760-723-8816

This Stallion Breeding Contract for the 2009 breeding season is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_. This certifies \_\_\_\_\_ herein referred to as MARE OWNER, has engaged one service to IMAHUNDREDPROOF registration # 787949, for the mare \_\_\_\_\_, registration # if applicable \_\_\_\_\_, APHA..AQHA..PtHA..IAHA..TB..(circle one) For the stud fee of **\$500.00** (EARLY BOOKING DISCOUNTED FEE) Live Color Foal Guarantee. JDS Paint Horses, Shirley Schmitt, John and Diana Stewart, RK Paint Horses and Ray and Kathy Lovell will herein be referred to as the BREEDER.

### BREEDING FEES

1. The breeding fee for this stallion is \$500.00, of which \$200.00 shall be payable at the time of the execution of this contract as a Booking fee. Said Booking Fee serves as a non-refundable Deposit.
2. The Breeding fee balance, is set forth below, and shall be paid in Full PRIOR to the Mares arrival at the Breeders Ranch.
3. Personal checks for payment of the breeding fee balance are accepted. There is a \$25.00 fee for ALL returned checks.
4. CASH, Cashier, certified Checks, or on-line PAYPAL payments are also accepted.

Breeding Fee Balance ..... \$ 300.00

### ADDITIONAL FEES

- Mare Care fees: \$12.00 per day dry/ \$15.00 per day wet)
- Chute Fee: \$50.00 per Mare/per cover (haul in mares only)
- Cooled Shipped semen (\$200.00 + FedEx fees)
- Extra Shavings \$10.00 each (Only if requested by the Mare Owner)
- De-Worming (Panacur wormer \$10.00 each dose)
- Hoof Trimming \$35.00

Oxytocin Injections \$5.00 each dose

5. Booking fee, Cooled shipped semen fee and mare care fees are payable to JDS PAINT HORSES.  
5a. Breeding balance is payable to KATHY LOVELL.

#### REQUIRED BREEDING DOCUMENTATION

6. The following documentation must be on file with the Breeder at the time the Mare arrives at the Breeding facility:
- A completed Contract (Signed contract-Both parties-Booking and Breeding balance PAID in Full)
  - A copy of the Mare's Registration Papers if Applicable
  - A completed Mare Care Questionnaire. (Boarded mares only)
  - A completed Premise Release of Liability. (Boarded mares only)
  - A negative uterine culture report (Highly recommended but NOT required)
  - A completed shipping information form (Shipped semen mares only)

#### COLLECTION OF SEMEN/SHIPPING/BREEDING DAYS

7. Collection/Shipping days for Cooled Shipped Semen are Monday, Wednesday, and Friday only for delivery on Tuesday, Thursday and Saturday only. Request for semen MUST be received by 9.00PM Sunday-Tuesday or Thursday evening. CALL the breeder first, and then you may follow up with an e-mail confirmation. NO semen will be collected or shipped with only an e-mail request.
8. Mares being bred at the Ranch can be bred any day of the week and will be bred with LIVE COVER or either Fresh Collected semen or semen cooled and stored for no longer than 48 hours.
9. The Breeder agrees to provide the Mare owner with LIVE VIABLE SEMEN (30% progressively motility or better at 48 hours, WARMED to room temperature) At the time of collection, and after a complete analysis, a breeding dose will be prepared for each mare. Each dose will be prepared with the recommended 1 Billion sperm cells (500 million progressively motile sperm)
10. NO semen will be used without first being evaluated, and must be at least 75% motility at collection, 50% motility at 24 hours, and 30% motility at 48 hours old.
11. The most important part of a successful breeding season is communication. IF your mare is being bred at our facility, we will do our best to let you know where your mare is at during her heat cycle so you can be better informed about the breeding progress. We expect the same courtesy from the shipped semen mare owners or managers.
12. The results of breeding your mare by either live cover or inseminating with Fresh Collected or Cooled Semen is NOT GUARANTEED to produce a viable pregnancy.

#### PROCEDURES/SUBSTITUTE MARES

13. Mares that are not halter broke will not be accepted.
- All mares will be bred by live cover or cooled semen, Mares that will not stand quietly in the breeding chute WILL BE sedated by the veterinarian at the Mare Owners expense.
14. Mare Owner agrees to keep said mare current on all necessary de-worming and vaccinations needed to maintain optimum health of said mare. Mare Owner further agrees to vaccinate said mare in her 5th, 7th, and 9th month of gestation with the Equine Rhinopneumonitis Vaccine. Failure to do so WILL void the Live Color Foal Guarantee.
15. Mare Owner agrees to pay for care and feeding at the rate of, \$12.00 per day dry or \$15.00 per day wet.
16. All veterinarian fees will be paid by Mare owner directly to the ranch veterinarian.

17. The Breeder agrees to diligently try and settle the above named mare. Breeding season starts February 10, 2008, and ends August 1, 2009.

18. If after 4 consecutive breeding cycles, or by August 1, 2009 which ever occurs first, said mare fails to settle, mare owner may choose to substitute an approved mare to finish out the breeding season, or after a uterine biopsy shows no reason for failed attempts, may return the following season, subject to our Re-Breed Contract. A re-booking fee of \$200.00 for the 2010 breeding season will apply.

19. If said mare should die, or proves to be unfit to deliver a live foal the Mare owner may substitute an approved mare. If the substitute mare fails to conceive after 4 consecutive attempts then at that time this contract will be considered completed.

20. NO monies will be refunded if Mare owner decides to quit trying to breed the above named mare or the approved substitute.

#### LIVE COLOR FOAL GUARANTEE

21. IF AFTER BEING PRONOUNCED SAFE IN FOAL at 90 days by a licensed Veterinarian, the mare should miscarry, abort, or prove barren, the Mare owner, after proper notification, may return again during the current breeding season February 10, 2009 thru August 1, 2009. Or may return the next calendar breeding year. A \$200.00 re-booking fee is required for ALL return service in 2010. All normal Mare Care/Chute fees will apply.

22. A LIVE COLOR FOAL is described as a newborn foal with sufficient white to qualify for REGULAR APHA registry which stands and nurses without assistance and survives the first 72 hours. IF the foal is not a colored foal, i.e. SOLID there are return breeding privileges. A \$200.00 RE-BOOKING fee will apply with NO BREEDING balance for the 2010 breeding season ONLY. If the foals does not survive the first 72 hours, and after proper notification a RE-BREED will apply with NO RE-BOOKING or RE-BREED fees. All normal Mare Care/Chute fees will apply. Any and ALL RE-BREEDS are subject to our RE-BREED Contract. If you choose NOT to exercise your rebreed privilege then we will consider this contract completed.

23. Proper Notification shall be a written certification by a licensed veterinarian within seven days from the date the Mare is proved to be NOT IN FOAL, or loses her foal as set forth above and the Veterinarian must certify that such abortion or death did not result from any act or omission of the Mare Owner. Failure to provide notification as set forth above shall void the Live Color Foal Guarantee.

**PLEASE NOTE:** Purchasing a Breeding is NOT the same as purchasing a LIVE foal. We DO NOT guarantee your mare will conceive. Our Live Color Foal Guarantee goes into affect AFTER the mare has been pronounced safe in foal by a LICENSED Veterinarian at 90 days.

#### BREEDERS CERTIFICATE

24. A Breeders Certificates will be issued to the Mare owner only after Mare Owner has notified Breeder that said mare has produced a live foal and only after payment of any and all bills due on said mare has been received

#### MISCELLANEOUS

25. It is further agreed that should the above named stallion die or become unfit for service, the above name Mare Owner will be entitled to a refund of the ACTUAL breeding fee paid, less the booking and chute fees. Only valid for the Original Mare named in the STALLION SERVICE CONTRACT. NOT VALID for a substitute mare or a Re-Breed Contract. All Mare Care fees/Chute fees are for services rendered and are NOT REFUNDABLE UNDER ANY CIRCUMSTANCE.

26. This contract is entered into in the state of California and will be interpreted and enforced under the laws of that state. If any clause of this contract is against state laws then that clause shall be null and void.

27. This contract represents the entire agreement between the parties. No other agreements, promises, verbal or implied unless specifically stated in this written contract. When the above named Mare owner signs and returns

the contract with the booking fee to the Breeder it will then be a binding contract on both parties, subject to the above terms and conditions. This contract is not valid unless completed in full.

28. This contract is non-transferable and non-assignable.

MARE OWNERS

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

BREEDERS SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_