

Rancho Poco Loco, LLC

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WARNING

Under Texas Law

(Chapter 87, Civil Practice and Remedies Code),

An equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

Stallion Service Contract

This certifies _____, here referred to as mare owner, has engaged on service to _____ for the mare _____, reg No. _____ for the 200__ season at \$_____, live foal guarantee. Rancho Poco Loco, LLC, agent for the above named stallions, will herein be referred to as Breeder.

1. A booking fee of \$500 of the above fee is payable with this contract and the balance of \$_____ plus all unpaid expenses will be payable upon receipt of an invoice or when the mare leaves the farm, whichever is first. The Breeder requires 48 hours advance notice when the Mare Owner wishes to remove his mare(s) from the farm. This will allow us sufficient time to prepare the final statement so the Owner may settle his account.
2. 18% interest will be charged on all accounts in excess of thirty days. All mares left more than 30 days, without prior agreement, will be charged double boarding fees.
3. A photostatic copy of registration papers (both sides), a veterinarian's health certificate, including uterine culture, worming, and immunization records. If these are not present upon mare's arrival, the Breeder shall have the attending veterinarian make proper tests and evaluations at the Mare Owner's expense. Tetanus and sleeping sickness injections shall be administered while mare is being bred at Mare Owner's expense. Flu and phenopneumonitis vaccine must be given before the mare arrives. A current Coggins test shall be furnished upon delivery of mare to breeding farm.
4. The Mare Owner shall agree that each mare offered for breeding shall be in sound breeding condition and free from infection or disease. Any mare certified by the attending veterinarian no to be, in his opinion, in sound breeding condition shall not be bred. A Mare Owner may substitute another mare within that breeding season.
5. The Breeder agrees to diligently try and settle the above named mare and shall have sole discretion of determining the best method of breeding such mare. If, however, the mare does not settle, the Breeder shall be held harmless. There will be no guarantee of a live foal for any mare leaving Rancho Poco Loco, LLC before being checked safe in foal by the attending veterinarian.
6. Live Foal Guarantee. Live foal means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts her foal or if the foal is stillborn, a return season will be guaranteed the following year only, providing proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal. Mare Owner certifies that such abortion or death did not result from any act or omission of the Owner subsequent to the mares departure from Rancho Poco Loco, LLC.
7. Waiver of Liability. It is understood that the breeding farm, its owners, employees, veterinarians, and guest shall not be liable for any injury, escape, disability, or death of any horse on its premises. The above named Mare Owner, whose horse(s) are under the care of Rancho Poco Loco, LLC will not be liable for any damage, injury, or death to the breeding farm stallions,

employees, veterinarians, or other animals in the care of Rancho Poco Loco, LLC whether or not caused by his horse.

8. The breeding season in force for this contract shall begin February 1st and close June 15th of the year covered by this contract.
9. It is further agreed that should the above named stallion die, or become unfit for service; or, if the above named mare dies, during breeding season the Mare Owner may substitute another mare or breed the above named mare to another stallion on the farm that is agreed to by both the Mare Owner and Breeder.
10. A breeders certificate will be issued to Mare Owner after all expenses have been paid in full and upon notification of the birth of the foal.
11. The booking fee is not refundable.
12. When the above named Mare Owner signs and return one copy of this contract 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.
13. Governing Law: This contract shall be governed by the laws of the County of Rusk, State of Texas and shall be binding upon the parties hereto and their personal representatives.

Board per day:
Motel (dry mares) \$15.00
Motel (wet mares) \$17.00

Blacksmith & Veterinarian expense
as necessary_____

Is mare insured? Yes____ No____

Company Name

Policy No.

Emergency Phone No.

Mare Owner/Authorized Agent