

The Finest Mocha 2008 Stallion Service Contract

This certifies _____, hereinafter referred to as Mare Owner, has engaged one (1) service to the Stallion, **The Finest Mocha #4344373** ("Stallion"), for the 2008 Breeding Season, as herein after defined, at \$2,500 ("Stallion Fee") for the following mare:

Registration #: _____ Breed: _____

Xalapa Farm, Owner of the above named stallion, will hereinafter be referred to as **Breeder**. This contract sets forth all rights and responsibilities of the parties for the 2008 breeding season. This service is subject to the following terms and conditions:

1. **Booking Fees and Stallion Service Fee.** Mare Owner agrees to pay a Booking Fee of **\$500.00** upon execution of this contract. This booking fee may not be transferred to another mare owner or carried forward to a different breeding season. Mare Owner further agrees to pay the remaining Stallion Fee of **\$2000.00** plus all unpaid expenses payable upon receipt of an invoice or when the mare leaves the farm, whichever occurs first. The Booking Fee, once paid, is non-refundable.
2. **On-Farm Expenses and Interest Charges.** All expenses incurred on behalf of the Mare Owner, including, but not limited to, boarding fees, veterinarian fees, farrier fees, etc. shall be the responsibility of the Mare Owner and shall be invoiced to the Mare Owner monthly. Interest at the rate of 18% per annum will be charged on all accounts with balances not paid within 30 days of the date of the invoice.
3. **Shipped Semen.** The Mare Owner is responsible for contacting Xalapa Farm to arrange for the collection and shipment of semen. Stallions will be collected on Monday, Wednesday and Friday **ONLY**. All requests for semen **MUST** be made by 8:00am EST on collection days. All on-farm Mares will have priority to receive semen. Semen will be shipped via FedEx for next day delivery or by airline for same day delivery. All costs associated with shipping must be paid prior to shipment and are the responsibility of the Mare Owner. Stallion Owner, at his sole discretion, may require Mare be bred at the breeding farm if Mare has failed to settle after three breeding cycles.
4. **Mare Condition, Registration, Ownership.** A copy of the Mare's registration papers (both sides) shall accompany this contract. A veterinarian's health certificate, worming and immunization records, and a current Coggins test (within 6 months of the date of delivery of Mare to the farm) shall accompany the Mare. If these items are not present upon Mare's arrival, the Breeder shall have the attending veterinarian make the proper tests and evaluations at the Mare Owner's expense. Mare (and foal, if applicable) will be periodically vaccinated and de-wormed as deemed necessary by the attending veterinarian at Mare Owner's expense. Mare Owner agrees that each mare offered for breeding shall be in sound breeding condition and free from any infection or disease. Any mare certified by the attending veterinarian not to be in sound breeding condition shall not be bred. Mare Owner may substitute another Mare within the same breeding season.
5. **Live Foal Guarantee.** Live foal means that the foal shall stand and nurse within twenty-four (24) hours of birth. It is understood that if the mare proves barren, aborts her foal, if foal is stillborn, a return season will be guaranteed the following year only at Breeder's facility, provided proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven (7) days that the mare has slipped or produced a nonviable foal. Mare Owner must also verify, in writing, that such abortion or death did not result from any act or omission of the Mare Owner subsequent to the Mare's departure from the Breeder's farm. Rhinopneumonitis vaccinations must be administered as directed by the drug manufacturer as the mare progresses through her pregnancy. **Failure to properly administer such vaccinations will void the Live Foal Guarantee.**
6. **Genetic Diseases.** The Breeder shall be held harmless for any foal(s) with genetic diseases such as HyPP (Hyperkalemic Periodic Paralysis).
7. **Breeding Season.** The breeding season for this contract shall begin February 1 and close June 15 of the year of the breeding season specified above.
8. **Breeder's Certificate and Substitutions.** A Breeder's Certificate will be issued to the Mare Owner after all invoiced charges have been paid in full and upon written notification of birth of a live foal. Mare Owner shall not sell, gift, donate or assign this breeding contract. Substitution of Mare is forbidden without the express written consent of the Stallion Owner. Attempts to assign or substitute without prior consent of the Stallion Owner will terminate this agreement and release Stallion Owner from the obligations outlined herein. A Breeder's Certificate shall be issued only for the Mare bound by this Agreement.
9. **Re-breeds.** The Breeder agrees to diligently try to settle the above named mare and shall have the sole discretion of determining the best method of breeding the mare. If, however, the mare does not settle, the Breeder shall be held harmless. Mares that fail to settle within a breeding season shall be carried over to the following season, with no additional fees except a non-refundable annual booking fee, only if Mare Owner has attempted to breed Mare for at least three cycles, or if less than three, as many cycles as were available to breed after the mare foaled and prior to the end of the season.
10. **Multiple Foals.** Should more than one embryo result from a breeding, Mare Owner agrees to pay an additional Stallion Service Fee within ninety (90) days of the last breeding in order to receive a Breeder's Certificate for the additional foal(s).
11. **Death of Mare.** If the above named mare dies, or becomes unfit for service during the breeding season, the Mare Owner may substitute another mare that is agreed to by both the Mare Owner and the Breeder.
12. **Death or Sale of Stallion.** If the above named stallion dies, is sold or becomes unfit for service, for any reason and the mare does not produce a live foal, this contract shall become null and void and the stallion service fees less any fees incurred to that date, and less the non-refundable booking fee may be refunded. And the parties to this Agreement will be released from any further liability.
13. **Waiver of Liability.** It is understood that the breeding farm, its owners, the stallion's owners, employees, and guests shall not be held liable for any injury, escape, disability, or death of any horse on its premises. The Mare Owner, whose horse is under the care of Breeder, will not be liable or responsible for any damage, injury, or death to the stallion, employees, veterinarians, or other animals.
14. **Proper Parties.** The parties signing below represent that they are fully authorized to execute this Agreement.
15. **Miscellaneous Provisions.**
 - a) This Contract is not transferable or assignable by the Mare Owner.
 - b) This Contract contains the entire agreement between the parties.
 - c) This Contract shall be governed by the laws of the State of Kentucky with venue in Bourbon County, Kentucky.
 - d) This Contract is not valid or enforceable unless completed in full. When Mare Owner signs and returns the contract and booking fee to Breeder, Breeder will notify Mare Owner within 10 days of approval. Upon notification of such approval, this agreement will become binding upon both parties, subject to all of the terms and conditions contained herein.
16. **Additional Comments.**

Stallion Owner or Agent

Date

Mare Owner/Recorded Lessee/Agent

Date