

Expected _____ Foaling Date:

Month: _____

Day: _____

Insured: Yes No

If so, Company Name: _____ Company Phone #: _____

WATKINS EQUINE BREEDING CENTER

Chute Fee: _____ CK# _____

453 McCarthy Drive • Weatherford, TX 76088
817-596-9009 • Fax: 817-594-9005

STALLION SERVICE CONTRACT

This Stallion Service Contract ("Agreement") is made this _____ day of _____, 20____ between Dan L. Watkins, D.V.M., P.C., herein referred to as D.L.W., D.V.M., P.C., and _____ ("Mare Owner").

1. The undersigned mare owner agrees to breed its "mare" _____, Registration No. _____, to the Stallion _____, standing at Watkins Equine Breeding Center, Weatherford, Texas, for the _____ Breeding Season. The undersigned further agrees to pay the sum of \$ _____, plus board and expenses as listed below. Of this amount, \$ _____ will be a Booking Fee and must accompany this contract when it is returned, \$ _____ will be considered Chute Fee and will be payable upon delivery of the mare at Watkins

Equine Breeding Center, the balance of \$ _____ will be due and payable at the time the mare leaves Watkins Equine Breeding Center, plus all unpaid board and veterinary expenses must be paid when the mare departs from Watkins Equine Breeding Center. The CHUTE FEE is NON-REFUNDABLE. The Booking Fee shall, however, in the event the mare is not pronounced in foal, reserve one (1) rebreeding during the next breeding season at the same price. All rebreeds are subject to a Chute Fee plus Board and Veterinary Fees. This Contract becomes NULL AND VOID if the mare owner does not pay the balance of the Stallion Fee and all unpaid expenses at the time the mare leaves Watkins Equine Breeding Center.

2. D.L.W., D.V.M., P.C. agrees to diligently try to settle the mare up to and including _____. The undersigned agrees to give D.L.W., D.V.M., P.C. ample opportunity to settle the mare, including specifically breeding the mare through at least three (3) heats periods, if for any reason the mare does not settle, the undersigned shall hold D.L.W., D.V.M., P.C., harmless.

3. Is this breeding to be an Embryo Transfer? Yes No (circle one); If yes, name of embryo transfer facility _____. All embryo transfers are subject to an additional \$400 (four hundred dollar) Chute Fee payable upon delivery of the mare at Watkins Equine Breeding Center.

4. It is understood and agreed that should the above named Stallion die or become unfit for service, or if the above named mare should die or become unfit to breed, then this contract shall become NULL and VOID, and any money paid as part of this service (Except Chute Fee, Board and Veterinary Expenses, Etc.) shall be refunded to the undersigned.

5. The undersigned agrees that D.L.W., D.V.M., P.C., its agents and officers, all employees, Watkins Equine Breeding Center, its owners, the Stallion Owner, Stallion Syndicate and /or its members, or its manager shall not be held responsible for any accident, injury, sickness, or death to the mare or its foal, or loss of halter, blanket, leg wraps, or other tack left with the mare, whether from fire, flood, theft, Act of God, negligence by D.L.W., D.V.M., P.C. or any of its employees or any other reason. The mare owner likewise will not be responsible for any disease, accident or injury to the stallions or mares for any reason. The undersigned agrees to indemnify and hold harmless D.L.W., D.V.M., P.C., its officers, agents and employees, Watkins Equine Breeding Center, its owners, the Stallion Owner, Stallion Syndicate and/or its members, or its manager from any and all claims, losses, damages, causes of action, lawsuits, and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for any injury or death of the mare or its foal, or for any damage to the mare or its foal arising out of or in connection with the services performed by D.L.W., D.V.M., P.C. under this contract, regardless of whether such injuries, death, or damages are caused in whole or in part by negligence of D.L.W., D.V.M., P.C., its officers, agents, or employees.

6. In the event of injury or death to mare and or foal, I will look solely to my insurance and in the event that anyone assesses a cause of action against D.L.W., D.V.M., P.C. and/or The Stallion Owner on account of injury or death to my horse(s), then in such even I agree to hold D.L.W., D.V.M., P.C., and/or the Stallion Owner harmless from any such cause of action, including cost of defending same.

7. The undersigned agrees that D.L.W., D.V.M., P.C.'s veterinarian(s) may check the mare for normal breeding conditions and perform such other services as D.L.W., D.V.M., P.C., in its sole judgment deems necessary and the undersigned shall pay the expenses for such services. These services include, but are not limited to deworming, treating for infections, preventative measures, original examinations, uterine cultures, vaccinations, hormone therapy such as HCG, PGF2 and Regumate and basic hoof care, as needed.

8. Mares that are not halter broke will not be accepted.

9. Should any foal which is born to the mare, pursuant to this contract, not stand and nurse, the undersigned shall be entitled to a free breeding season the following year for the same mare (unless mutually agreed). This free breeding season shall apply only if D.L.W., D.V.M., P.C. and/or Stallion owner is notified within one (1) week of death of the foal. This notification must be accompanied by a statement from a licensed Veterinarian. D.L.W., D.V.M., P.C.'s and The Stallion Owner(s) sole liability and obligation for any foal that is born to the mare but does not stand and nurse shall be granting of a free breeding the following season set forth in this contract. The undersigned agrees to pay the Board, Veterinary Expenses, Farrier Expenses, and Chute Fee for the mare under the same terms as previously set forth in this contract.

10. If the mare proves not to be in foal as a result of the breeding contemplated in this contract, or the foal does not stand and nurse the Stallion Owner has the option to re-breed the mare the following year or refund the breeding fee paid pursuant to this contract, thereby relieving D.L.W., D.V.M., P.C. and the Stallion Owner of its obligation to re-breed the mare. Additionally, if the mare is to be rebred, but fails to be delivered the following year, for any reason, then no portion of the Breeding Fee shall be refunded.

11. To obtain a "BREEDERS CERTIFICATE" you must notify the Stallion Owner of the foals birth. Only one "Breeders Certificate" will be issued per completed Stallion Service contract. For any additional births there will be a new Stallion Service contract completed of which Stallion Fee, Booking Fee and Chute Fee shall be payable.

12. A photostatic copy of the front and back of the mares registration certificate showing current owner must be furnished prior to breeding.

13. Negative coggins test required within 90 days. Mares arriving without a negative coggins will be tested at the owners expense at the time of arrival. Mare owner must bring dates of most recent vaccinations, deworming, and hoof care records when the mare is delivered for breeding.

14. This contract is NOT TRANSFERABLE OR ASSIGNABLE without prior written consent of the Stallion Owner.

15. The undersigned agrees to pay for the feeding, boarding, and care for the mare and foal based on Board Per Day \$ 18.00 for Dry Mares and \$20.00 for Wet Mares in individual stalls. Mares may be put on pasture care at a daily rate of \$14.00 for Dry Mares and \$16.00 for Wet Mares when possible.

I do NOT want my mare on pasture care. I approve putting my mare on pasture care when possible.

The undersigned also agrees to pay all veterinary and farrier expenses incurred by D.L.W., D.V.M., P.C. for the mare and foal.

16. There is a \$ 400.00 foaling charge for all mares foaled out at Watkins Equine Breeding Center.

17. The undersigned agrees to pay all previously designated expenses on a monthly basis. All accounts are due in full at billing (first day of each month) or before mare is released from Watkins Equine Breeding Center. If necessary, a finance charge of 1.5% per month on the unpaid balance shall be added to all accounts computed from the due date.

18. The undersigned agrees that should it become necessary for D.L.W., D.V.M., P.C., and/or The Stallion Owner to retain the services of an attorney to enforce its rights under the terms of the contract, including but not limited to the collection of any sums due hereunder, the undersigned mare owner agrees to pay D.L.W., D.V.M., P.C., and/or the Stallion Owner all expenses and costs, including reasonable and necessary attorney's fees incurred by D.L.W., D.V.M., P.C., and/or Stallion Owner in enforcing this contract.

19. The undersigned specifically agrees that this agreement shall be construed, governed and interpreted by and in accordance with the internal laws of the State of Texas, and the proper place of venue shall be in Parker County, Texas. **WARNING:** Under Texas Law (Chapter 87, Civil Practice and Remedies Code) an farm animal professional is not liable for any injury to or death of any participants in farm animal activities resulting from the inherent risks of farm animal activities.

20. The undersigned hereby grants D.L.W., D.V.M., P.C., a security interest in the mare, and any foal born to the mare as a result of the breeding contemplated in this contract, and the proceeds of any sale of the mare or its foal, to secure (1) the payment of any and all sums due pursuant to this contract, and (2) all liability of the undersigned to D.L.W., D.V.M., P.C., now existing and hereinafter incurred, matured or unmatured, direct or contingent, and any renewals or extensions or substitutions therefore.

CONTRACTS THAT ARE NOT FILLED OUT COMPLETELY ARE INVALID

ALL FEES MUST BE PAID IN FULL AT TIME OF MARE'S DEPARTURE FROM WATKINS EQUINE BREEDING CENTER TO INSURE A REBREED AT _____ STUD FEE PRICE.

Approved and agreed to: **WATKINS EQUINE BREEDING CENTER**

By: _____

*Stallion Owner/D.L.W., D.V.M., P.C.
(Signature)*

Date: _____

MARE OWNER:

Name (Please Print): _____

By: _____

Address: _____

Date: _____

City/State/ZIP: _____

Phone: _____