

## Peak Performance Quarter Horses Stallion Service Contract

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Stallion Service Contract for 2021

I (herein referred to as “the Mare Owner”) hereby request a reservation for the Mare named in this contract to the Stallion **Highbrow Mecom Blue, AQHA # 4850847** for the 2021 breeding season according to the following terms:

1. The Mare Owner agrees to pay fees totaling \$750.00 to breed to Highbrow Mecum Blue. Of that amount a \$100.00 non-refundable booking fee shall be due with this contract. Remaining balance of \$650.00, along with all unpaid board, veterinary and other expenses shall be paid in full before the Mare leaves Peak Performance Quarter Horses. The Mare Owner understands that board will be \$5.00 per day (dry Mare) or \$7.50 per day (wet Mare). Board, Veterinary, and Ferrier expenses will be billed monthly and due upon receipt of billing. A late fee will be charged on the unpaid balance at the rate of 18% per annum, commencing ten (10) days after presentation of invoice. If collection becomes necessary, the Mare owner agrees to pay all collection fees including attorney fees, service fees, and any third-party fees.
2. The Mare Owner represents & warrants that the Mare to be bred is halter broke, and in sound breeding condition. The Mare will be left until settled (ultra-sounded as pregnant or deemed barren). Artificial insemination may be used in breeding my Mare. The Mare Owner expects that the Stallion Manager will use reasonable efforts to settle the Mare while present at Peak Performance Quarter Horses between March 1, 2021, and July 1, 2021. All mares must be delivered in advance of July 1, 2021, to allow sufficient time for all breeding activities except pregnancy checking to be completed prior to July 1, 2021. Should the Mare Owner fail to deliver the Mare for breeding before July 1, 2021, the Stallion Manager shall be under no further obligation with respect to this contract.
3. Peak Performance Quarter Horses may exercise its own judgment in caring for and supervising the Mare and/or Foal. You and your Veterinarian may perform at your absolute discretion such veterinary services as you deem necessary or appropriate at my expense. These include, but are not limited to: worming, treating for infectious disease, or accident-related conditions, preventative measures, original examinations, or pregnancy checking. The Mare will be left until settled (ultra-sounded as pregnant or deemed barren). There will be no “live foal” Guarantee for any mare leaving Peak Performance Quarter Horses prior to the Mare being pregnancy checked and found in foal by Peak Performance Quarter Horses Veterinarian.
4. Peak Performance Quarter Horses/Stallion Manager, Veterinarian, Ferrier, and any other parties involved shall be save harmless of liability for any loss from fire, theft, sickness, disease, injury, death or other harm suffered by the Mare and/or Foal, except for injury

caused by gross negligence. The Mare Owner understands that Peak Performance Quarter Horses does not carry any form of insurance on my horse(s). I assume no liability for injury, sickness, or death of Stallion, owners, or employees caused by my Mare and/or Foal.

5. **The “live foal” guarantee in this contract is not transferable and non-assignable**, and should the Mare be sold or otherwise disposed of prior to birth of “live foal”, the “live foal” guarantee granted shall be null and void. It is also agreed that the right to rebreed will be of no further affect if the Mare is taken to any other Stallion before being rebred to the above-named Stallion, or the Mare owner fails to deliver the Mare or an approved substitute Mare the following year for rebreeding. In either case, all fees will be forfeited, and this contract becomes null and void. If the Mare does not produce a “live foal” (one that stands and sucks without assistance within 24 hours of birth), the Mare Owner shall be entitled to return the Mare, or an approved substitute, for breeding the following year on the terms and conditions provided in this agreement without payment of any further breeding fee. Failure to carry or produce a “live foal” is to be evidenced by a Veterinarian’s Certificate.
6. In the event the Mare aborts, the Mare Owner shall certify to the Stallion Manager that the Mare was accurately administered vaccines to prevent the Mare from aborting; such as a booster rhino pneumonitis vaccination administered according to the drug manufacturer specifications. Failure to do this will void the live foal guarantee. It is also recommended to have a progesterone test at 30 days to monitor the Mares levels.
7. If the Stallion should die or become unfit for service before the Mare produces a “live foal”, or has the opportunity for a rebreed the following year, the breeding fee, less the booking fee, shall be refunded to the Mare Owner by Peak Performance Quarter Horses within a reasonable time of receipt of a Veterinarian’s Certificate stating the Mare is barren or did not produce a “live foal”.
8. A photocopy of the Mares papers, showing both sides, must be furnished and returned with this Contract as one of the requirements. When Peak Performance Quarter Horses, by its authorized representative, signs and returns a copy of this offer to the Mare Owner, it will become a binding contract between both parties.
9. A breeder’s certificate will be issued to the Mare Owner after all outstanding expenses have been paid and upon notification of the birth of the foal to Peak Performance Quarter Horses.
10. Any disputes arising out of this contract shall be settled under the laws of the State of Montana and arbitrated in Lake County.

**All Mares brought to Peak Performance Quarter Horses for breeding:**

Prior to arriving at Peak Performance Quarter Horses, owners must obtain a negative Coggins and negative uterine culture within 30 days for dry mares.

The Mare Owner or Agent certifies that he/she is the sole owner of the Mare, or has the authority to enter into this contract on behalf of the owner.

Please Print:

\_\_\_\_\_  
Owners Name (as shown on papers)      Signature of Mare Owner(s)/Agent      Date

\_\_\_\_\_  
Billing Address      City, State, Zip

\_\_\_\_\_  
Telephone      Fax      Email  
*(By providing a mobile/cell number you have authorized the use of contact through that number for any activity involving this contract including and not limited to the resolution of the balance of you account.)*

\_\_\_\_\_  
Name of Mare      AQHA #

Mare due to foal, approximate date: \_\_\_\_\_

Approx. date Mare is expected at Peak Performance Quarter Horses: \_\_\_\_\_

Mare has the following bad habits, allergies, or need of special attention. Please list here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mare has history of the following breeding problems: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please sign and return all pages of this contract along with the Booking Fee and a photocopy of the Mares Registration Papers. A signed copy will be returned to you.

Accepted and approved by: \_\_\_\_\_ Peak Performance Quarter Horses

## **Addendum for Transported Semen**

1. The Mare Owner agrees to the conditions of the Stallion Service Contract on all pages of this document.
2. The Mare Owner understands that the \$750 breeding fee, plus a Credit Card on file with Veterinary Services, the attending Veterinarian which will be used to cover all charges incurred by the Mare Owner as follows: The Mare Owner will be responsible for all costs of the semen collection and shipping process, including: lab and handling fees, ground and air transportation, equitainer rental deposit, and return freight, each time semen is shipped. There will also be a \$150.00 Chute fee for each collection of semen for shipment. If one additional collection of semen is required for the mare, the Chute fee will be waived. A penalty of \$20.00 will be charged if the equitainer is not returned as soon as semen is used, or within 72 hours of shipment.
3. The Mare Owner agrees that the Mare designated on the contract will be inseminated with the shipped semen. A Breeder's Certificate will be issued following the birth of the foal, providing all bills have been paid in full.
4. The Mare Owner understands that he/she must:
  - a) Get permission from the Stallion Manager prior to inducing heat cycles, all shipments of semen must be coordinated in advance with the breeding farm.
  - b) Notify the Stallion Manager when the mare comes into heat.
  - c) Notify Veterinary Services 48 hours prior to the anticipated time of semen order at (406)676-0090.
  - d) Confirm the order for semen by 9 AM MST on the day of shipment with Veterinary Services at (406)676-0090. Normal collection days are Monday, Wednesday & Friday. Collection will NOT be made on Saturday or Sunday. Shipments on days or time of day, other than regular Federal Express pick-up service will be subject to extra charges. All shipments will be Federal Express unless other arrangements are made in advance.
5. The Mare Owner agrees to have the Mare examined by an early ultrasound scan between 14 and 18 days of the last day inseminated, and notify the Stallion Manager of her pregnancy status. It is suggested that the Mare be checked again by manual palpation at 45 days of her pregnancy.
6. The Mare Owner agrees that Peak Performance Quarter Horses shall not be held liable for delays of semen delivery that is lost in shipment, or is mishandled in any manner after it leaves the breeding farm. Furthermore, The Mare Owner holds Peak Performance Quarter Horses harmless of any claim of harm, of any kind, that is associated with the transported cooled semen. Any disputes arising out of this contract shall be settled under the laws of the State of Montana and arbitrated in Lake County.
7. The Mare Owner understands that the burden of conception is placed almost entirely on him/her, the Mare Owner, and his/her Veterinarian or Technician. The Mare Owner understands that the Mare must be bred immediately on the same day semen is received, and proper methods of handling must be used.