

Stallion Service Contract

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by and between _____ hereinafter referred to as "MARE OWNER" and J&M Performance Horses, hereinafter referred to as "STALLION OWNER".

WITNESSED:

WHEREAS, J&M Performance Horses is the owners or lessee of the stallion **MJM Saltys Blue Coye**, hereinafter referred to as STALLION, registration # 5261112, a Blue Roan Stallion, and

WHEREAS, _____ is the owner of the mare named _____, hereinafter referred to as MARE, registration # _____, breed _____, due to foal _____, and.

WHEREAS, named STALLION will stand at stud during the 20__ season at J&M Performance Horses and the parties hereto desire to contract for the servicing of the MARE by STALLION during the season of 20__.

NOW THEREFORE, it is agreed as follows:

1. The breeding fee for STALLION is \$ _____. Upon payment of _____ booking fee, which is not refundable, the STALLION OWNER does hereby reserve for the MARE OWNER one season's booking for 20__ to STALLION for the service of the MARE.
2. Owner must provide proof that the MARE is current on all veterinary recommended vaccinations and shots, including, but not limited to 5-Way (Flue, Rhino, Eastern & Western Sleeping Sickness, Tetanus Toxoid), West Nile and Strangles, prior to being brought to J&M Performance Horses location. All required vaccinations must have been given no more than 60 days prior to mare's arrival.
3. (a) MARE shall remain at J&M Performance Horses for a minimum of eighteen (18) days from the last day of service in order to be pregnancy checked.
(b) Board at the rate of \$ _____ per day for dry mares, \$ _____ per day for wet mares and \$ _____ per day for private stall or paddock will be paid by MARE OWNER.
(c) The balance of the Breeding Fee \$ _____ plus all unpaid board and expenses including, but not limited to veterinary expenses, shall be paid prior to the time MARE leaves STALLION OWNER's facility, unless STALLION OWNER consents to alternate arrangements. Any alternate arrangements must be made in writing and signed by both parties prior to the MARE leaving STALLION OWNER's facility.
4. MARE OWNER agrees to allow the STALLION OWNER to have a qualified veterinarian check the MARE for normal breeding conditions and to perform such other veterinary services STALLION OWNER shall deem necessary for the proper treatment and protection of MARE and/or foal at side. This is to be at the MARE OWNER's owners expense and will be billed and due monthly.
5. During the time that the MARE is in custody of the STALLION OWNER, STALLION OWNER shall not be liable for any sickness, disease, or injury which may be suffered by the MARE and/or foal at side. Any insurance desired on MARE or on any foal at side, is the sole responsibility of the MARE OWNER.
6. None of the above mentioned fees shall be refundable. But, STALLION OWNER guarantees a return breeding the following season either for MARE or a substitute which shall be agreed upon by the parties, should a live foal (defined as one that stands and nurses without assistance) not result from this mating. Costs to MARE OWNER on the return breeding will be all current mare care costs, vetting expenses, and a THREE HUNDRED FIFTY DOLLAR (\$150.00) chute fee. Payment terms for all fees shall be the same as for initial breeding.
7. This contract shall not be assigned or transferred by either party hereto without the written consent of the other.
8. MARE OWNER warrants and guarantees that as Owner, the undersigned has full authority to enter into this contract and is the party responsible for all terms and conditions hereof, including prompt

payment of all charges.

9. Breeders Certificates will be issued only when STALLION breeding fees, mare care and veterinary charges and other related fees and expenses are paid in full.

10. All charges mentioned herein are payable within 10 days from billing date. Interest of 1/5% per month will be assessed on the outstanding balance and the laws of the State of Tennessee shall apply. MARE OWNER agrees to pay all reasonable collection and attorney fees incurred by J&M Performance Horses in attempting to collect any outstanding balance. MARE OWNER grants and acknowledges all lien rights afforded to J&M Performance Horses by the laws of the State of Tennessee.

12. **This contract is made in Hardin County Tennessee.** Should any dispute arise as a result of the terms of this contract, the laws of the State of Tennessee shall apply and venue shall be Hardin County.

MARE OWNER

Name _____

Address _____

City State Zip _____

Phone _____

STALLION OWNER

J&M Performance Horses

985 Foster Rd

Adamsville, TN 38310

Phone: 731-412-6196