

PHILLIPS FARM
560 RS Co. Rd. 1691
Lone Oak, TX 75453
903-662-5087

www.phillipsfarm.com

Stallion Service Contract

Does not Guarantee breeding until returned with deposit.

This certifies _____, here referred to as "Mare Owner", has engaged one service to **Zippo Pine Bud** for the mare, _____ reg # _____ for the 2006 season at \$ 1000.00, live foal guarantee. Phillips Farms, manager/agent will be referred to as "Breeder". Of this amount, a Booking Fee of \$ 100.00 is payable with this contract. The balance of the breeding fee will be paid prior to the first shipment of semen.

1. A photocopy of the above named mare (both sides) and a **uterine culture are strongly recommended on open mares prior to breeding.**
2. The Mare Owner shall agree that each mare offered for breeding shall be in sound breeding condition and free from infection or disease. This Contract shall not be transferable by Mare Owner.
3. Transported Cooled Semen:
 - a. Mare owners receiving shipped semen must pay stallion service fee in full prior to first shipment.
 - b. Shipped Semen Charges will be as follows: (1) US Lower 48 states- Shipping Federal Express Priority Overnight at \$ No charge for the first shipment and \$ 100.00 for additional collection plus the cost of freight. (2) Canadian Shipments – Federal Express Priority Overnight at \$ Please inquire per shipment. **Shipments by airplane are not available.**
 - c. A container fee of \$250 will be charged. It is refundable upon 5day return of container. All containers not returned within 5 days of last insemination of above mare will not be subject to refund. Disposable containers are available for \$30.00 each. Return of disposables is not required.
 - d. **Phillips Farm must be notified no later than 3PM Central Time on the day before shipment is to be sent.**
 - e. It is highly recommended sending your mare to a vet clinic or breeding farm for her heat cycle. They will coordinate optimum shipping times with us.
4. The Breeder agrees to diligently try to settle the above mare, if however, the mare does not settle, this will entitle the mare owner to one return breeding the following year, providing the balance of the stud fee and all expenses are paid. **The rebreed is good for the following year only.** I will not hold the stallion owner or his representatives liable, nor will I be charged the remaining breeding fee if the rebreed is not desired; however, the booking fee is **not** refundable. In the event a rebreed becomes necessary there will be a \$ 250.00 handling charge + shipping charges to the mare owner.
5. 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 breeding 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 (7) days the mare has slipped or produces a non-viable foal. Mare Owner certifies that such abortion or death did not result from any act or omission of subsequent to the mares departure from Phillips Farms. Booster rhinopneumonitis vaccinations must be administered as indicated by individual drug manufacturer as the mare progresses through her pregnancy. **Failure to do this will void the Live Foal Guarantee.**
6. Color Guarantee: Color termed eligible for the regular registry with APHA. Mares to produce a solid foal will be charged a \$ 500.00 chute fee for rebreed. (APHA regular registry mares only are eligible for the color guarantee.)
7. Waiver of liability: It is understood that the breeding farm, its owners, employees, veterinarian's, and guests shall not be liable for injury, escape, disability, or death of any horse on its premises; however, Phillips Farm and their representatives will take reasonable precautions in their care and supervision. This contract is entered into the State of Texas and will be interpreted and enforced under Texas Law (Chapter 87, civil practice and remedies code); (an Equine Professional is not liable for the injury or the death of a participant in Equine activities resulting from the inherent risk of Equine activities.)
8. The signing of this contract entitles Breeder to charge 10% annual interest on all past due invoices. Past due billing is defined as those amounts not paid within 30 days of invoicing.
9. The breeding season in force for this contract shall begin February 1 and close June 15 of the year covered by this contract.
10. It is further agreed that should the above named stallion die, or become unfit for service; Stallion Owner and Breeder's obligation hereunder shall cease and Mare Owner shall not be liable for the balance owing on the breeding, if such event occurs prior to the time the mare is settled. If the above mare dies, during breeding season, then the Mare Owner may substitute another mare,
11. The booking fee is non-refundable.
12. The breeders certificate will be issued to the Mare Owner after all expenses have been paid in full and upon notification of the birth of the foal.
13. When the above named Mare Owner signs and return one copy of this contract to the Stallion Manager/Agent, before the expiration date, it will then be a binding contract on both parties, subject to the above terms and conditions. This contract will expire if not signed and returned by _____.

DATE _____

ATTENDING VETERINARIAN INFORMATION

I ACCEPT THE ABOVE AGREEMENT
MARE OWNER OR AUTHORIZED AGENT

NAME

ADDRESS

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

PHONE

PHONE