

Check here if breeding at farm

Fossil Gate Farms, LLC

Stallion Service Contract

Check here if breeding with cooled semen

Servicing Stallion:

Mare's Name:

Registration #

Please include a copy of Mare's registration papers

Mare

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Email: \_\_\_\_\_

\$ \_\_\_\_\_ Stallion Service Fee / Futurity Fee

Name of Futurity: \_\_\_\_\_

Rebreed Fee \$350.00

Check # \_\_\_\_\_  Date: \_\_\_\_\_

Booking Deposit \$ \_\_\_\_\_ due with contract (part of stud fee).

Check # \_\_\_\_\_  Date: \_\_\_\_\_

Mare Insurance Company Phone # Policy #

This contract is entered into on the date of acceptance, by and between the designated mare owner and stallion breeder who mutually agree to abide by the following terms and conditions:

1. Owner agrees to breed the listed mare to the servicing stallion for the specified service fee which includes a non-refundable booking deposit.

2. During the term of this contract, and during any return, breeder will provide all services in accordance with accepted standards, including, but not limited to hiring a veterinarian for owner's mare at owner's expense.

3. The breeding season for the stallion shall begin Feb. 1<sup>st</sup> and close May 31<sup>st</sup>. It is further agreed that should that above named stallion die, or becomes unfit for service; or, if the above named mare dies during the breeding season, then the Mare Owner may substitute another mare or breed the above named mare to another stallion on the farm that is agreed to by both Mare Owner and Breeder. In the event the stallion is sold or otherwise is not owned by Gary and/or Linda Gordon then the LFG shall immediately become null and void upon transfer of such ownership.

4. Invoices are due and payable by the 15<sup>th</sup> of the month to avoid 18% per annum late fee. Owners account must be paid in full, prior to taking possession of the mare or prior to any shipment of cooled semen.

5. Breeder offers a LFG, live foal guarantee. If the mare does not settle, produces a foal that is ineligible for regular registry, stillborn, or unable to stand and nurse. Guarantee is limited to the stallion service fee only. Breeder is held harmless from all liability, and owner is entitled to a free return service the following year only if all services have been performed by a licensed veterinarian and under these conditions: (A) Mare must be halter broke, free from infectious or contagious disease, wormed regularly, vaccinated annually for EWV, strangles and rhinopneumonitis, and certified in good physical and sound breeding condition prior to her delivery to the breeding farm and thereafter, during her pregnancy. A Negative Coggins and copy of her Registration Certificate is required. All mares arriving at Fossil Gate Farms, LLC shall receive a strangles vaccination regardless of previous vaccination history. (B) Breeder must be informed of any foal death within 7 days, and of miscarriage within 30 days by certified letter, return receipt requested. (C) Mare must not have had her labor artificially induced, nor may she have been returned to an active performance career. Breeder has been allowed to breed through 3 heat cycles. (D) There will be no guarantee of a live foal for any mare leaving Fossil Gate Farms, LLC before the mare is deemed safe in foal as per 24 day sonogram evaluation by the attending veterinarian.

6. The current mare owner will be liable for an additional service fee if a free return service has been issued as the resultant foal was registered as a breeding stock, and if it is later advanced to the regular registry.

Additional conditions for Mares Bred with Transported Cooled Semen

7. The Stallion Service Fee and all additional fees must be paid in full prior to shipment by certified cashier's check or credit card.

Mare must be inseminated on the date of delivery by a licensed veterinarian. The semen may be used for the designated mare only.

8. Stallion has been blood-typed. The semen has been analyzed and tested and is free from infectious and contagious disease. Sperm count, Motility, collection and packing procedures, meet &/or exceed industry standards.

9. Orders for shipments are filled on a first come, first serve basis. Orders must be placed by 5pm central standard time the night before the necessary collection day. The mare owner is responsible for shipping charges for cancellations received after shipment has already been sent. Shipment orders cannot be guaranteed if they are placed via e-mail. You must call to confirm.

10. Shipped semen service charge will be as follows: (1) US & lower 48 states - \$300.00 Federal express priority overnight per shipment. \$360.00 Counter to counter per shipment. Note: Mare owner is responsible for returning the shipping container back to Fossil Gate Farms, LLC at the Mare Owner's expense via FedEx or UPS. The container must be shipped back to the breeder within 48 hours of shipping date, unless the breeder is notified of a lost or stolen shipment or the contract will be voided. A late fee may be added for all late returns on equitainers.

11. A breeder's certificate will be issued to mare owner after all expenses have been paid in full and upon notification of birth of foal.

12. Responsibility for insurance and risk of loss passes to the mare owner with this contract. Owner assumes the unavoidable risks inherent in all horse related activities, including, but not limited to semen, shipping container, owner's horse(s), owner and family members. Owner agrees to look solely for his insurance for compensation for any loss, and further agrees to indemnify and hold harmless, the stallion breeder, his family, and employees.

13. In the event it becomes necessary to refer debts arising from this contract to an attorney for collection, or if suit is instituted hereon, mare owner agrees to pay all reasonable court costs and attorney's fees incurred in the suit or collections. Payment past due thirty(30) days will be considered a default and breeder is entitled to a possessory lien against owner's horse(s).

14. Mare owner or a representative may pick up semen at farm for a charge of \$150.00

15. Owner must notify Fossil Gate Farms, LLC of due date of insemination and confirmation that mare is in foal.

16. Owner further agrees that this contract is made and entered into in the County of Denton, in the State of Texas, and that it shall be interpreted, enforced and transacted under the laws of said state, and within the designated county, regardless of the manner of breeding solicitation.

17. Owner's signature on this contract certifies that he/she has read and fully understands all the terms and conditions outlined herein, and accepts this contract as a legal and binding instrument on behalf of owner, owner's heirs, successors, and assigned. This agreement constitutes the entire agreement between the parties. No other agreements, whether verbal or implied, are included. This contract may not be transferred or assigned.

18. All payments may be made by Check, Visa, MasterCard, or American Express and all funds must be US. If paying by check, leave credit card information blank. There will be 3% fee added for using a credit card. Cash will only be accepted if picking up semen at the farm.

Summary of Fees:

All Fees must be paid in full before semen is shipped.

\$22.00 per day wet mare

\$20.00 per day dry mare

- FedEx fee: \$300.00 per shipment
- Saturday FedEx Fee \$325.00
- Counter to Counter: \$360.00
- Mare owner of representative may pick up semen at farm for a charge of \$150.00
- Collection fee is included in above fees.
- Fees are subject to change.

\*\*This contract is for the 20\_\_\_\_ Breeding Season.

Accepted on (Month/Day)\_\_\_\_\_, 20\_\_\_\_

Breeder's Signature \_\_\_\_\_

I, Mare Owner/Agent, accept the above agreement:

Signature \_\_\_\_\_



Fossil Gate Farms, LLC  
816 Sam Davis Road  
Argyle, Texas 76226  
Home: 940-240-8071  
Barn: 940-240-8072  
fossilgatefarms@yahoo.com

\*\* MARES MUST BE INSEMINATED BY A LICENSED VETERINARIAN. THE SEMEN MUST BE USED FOR DESIGNATED MARE ONLY. \*\*

Please sign and return two copies of this contract with your Booking Deposit.