STALLION SERVICE CONTRACT

Carol Rose, Inc. dba / Carol Rose Quarter Horses

4500 N. I-35, Gainesville, TX 76240 940-665-9304 Phone 940-665-3070 Fax Email: roseranch@carolrose.com

FEE SCHEDULE:

Shipped Semen not available on:
Shining Spark

Paddock Rate Per Day	$12.00	Chute/Farm Fee	$650.00
Dry Run Per Day	$15.00	Re-Breed Service	$500.00
Box Stall Per Day	$18.00	Foaling Fee	$400.00
Wet Run Per Day	$20.00	Substitute Mare Fee	$500.00
Wet Stall Per Day	$22.00	Cooled Semen Shipment	$350.00

I hereby agree on [DATE] to breed the mare,_____,
hereinafter referred to as Mare (Registration # _____ - Year Foaled: ____ to the Stallion, *Great Stallion,*
hereinafter referred to as Stallion (Registration # 7654321) for the 2012 season. The Stallion Fee is $_____, which includes a Booking Fee of $_____. I also agree to pay Carol Rose Quarter Horses a Chute/Farm Fee in the amount of $650.00.

1. The Stallion Fee stated above includes a non-refundable Booking Fee which shall be payable upon execution of this contract. The non-refundable Chute/Farm Fee is in addition to the Stallion Fee and also payable upon execution of the contract.

A. FOR ON-SITE BREEDINGS: The balance of the Stallion Fee shall be payable when the mare is pronounced safe in foal, or when the mare is picked up from the breeding facility, after having been exposed to the stallion. All other expenses, including board shall be payable monthly, AND paid in full when the mare is picked up from the breeding facility.

B. FOR COOLED SHIPPED SEMEN: The Stallion Fee and Chute/Farm Fee stated above and the first Cooled Semen shipment fees are due and payable upon execution of this Agreement and at least 10 days prior to ordering semen.

C. COOLED SEMEN SHIPMENT FEES: (applicable only to cooled transported semen breedings) The stallion fee includes the first Fed Ex Priority Overnight shipment (counter to counter fees are additional). There will be a $350 fee for each additional shipment and for all donated breeding by Federal Express. A courier fee of $60 plus the airline expenses will be charged for counter-to-counter shipments. The Mare Owner agrees to return semen-shipping container to the Stallion Manager via Federal Express at the Stallion Manager's expense by way of a prepaid Federal Express air bill. An additional fee of $250 will be charged for the shipping container if the Mare Owner does not promptly return it to the Stallion Manager (i.e. within 5 working days). A request for shipment of cooled transported semen must be made at least 18 hours prior to shipping time from Carol Rose Quarter Horses. CANCELLATION MUST BE MADE BY 8:00 A.M. SHIPPING DAY. Mares on the premises of Carol Rose Quarter Horses have a breeding priority on any given breeding day; therefore, we make no guarantee that cooled semen will be available for a specific day. All fees and charges due under this Agreement must be paid prior to any shipment. The Stallion Manager may refuse to make any shipments to the Mare Owner if the Stallion Manager believes that the Mare is not healthy or in sound breeding condition. Upon receipt of shipment, the Mare Owner shall try diligently to impregnate the Mare and shall use all diligence and care in the insemination of the Mare. The Mare Owner waives all claims against the Stallion Manager for the sickness, injury, or death of the Mare and her offspring arising from the exercise of the breeding privilege granted in this Agreement. The Stallion Manager waives all claims against the Mare Owner for any injury, sickness, disease, or death of the Stallion arising from the exercise of the breeding privilege granted in this Agreement.

D. BOARD & VETERINARY CHARGES: (applicable to on-site breedings) The Stallion Manager agrees to provide suitable facilities for the care and feeding of the mare and/or foal while in his/her custody. The Mare Owner agrees to the rates listed in the fee schedule above. MARES UNDER LIGHTS ARE CHARGED UNDER THE INDIVIDUAL RATES. The Mare Owner agrees to pay all boarding and veterinary expenses incurred by the Mare and/or foal while under the care of the Stallion Manager, and these expenses are due and payable on or before 15 days after the date of invoice, OR before the Mare and/or foal depart the ranch.

2. CONDITION & TREATMENT. The Mare Owner agrees that when delivered to the Stallion Manager or when a cooled semen shipment is requested, the Mare will be healthy and in sound breeding condition. A copy of both sides of the registration papers on the mare must accompany the contract. The Mare Owner warrants that he/she is the owner of record of the Mare. If the Mare is to be bred at the Ranch, then upon or before delivery of the Mare to the Ranch, the Mare Owner must provide the Stallion Manager with the following for the Mare: (a) negative Coggins test dated within 12 months prior to the delivery of the Mare to the Ranch, and (b) vaccination, deworming, farrier, and any other health and reproductive records reasonably deemed necessary by the Stallion Manager for the care and health of the Mare and her foal. Failure to furnish these health certificates will be authorization for the Stallion Manager to perform such services as deemed necessary for the Mare's well being and will be at the Mare Owner's expense.

3. CARE OF MARE & FOAL FOR ON-SITE BREEDINGS. For Mares bred at the Ranch, the Stallion Manager shall prepare the Mare for breeding and shall conduct the breeding and post breeding care. The Stallion Manager shall exercise reasonable judgment in the breeding, care, and supervision of the Mare; however, the Mare Owner waives all claims against the Stallion Manager for the sickness, injury, or death of the Mare and her offspring from matters beyond the Stallion Manager's reasonable control or despite the rendering of reasonable and ordinary care. The Stallion Manager shall diligently try to settle the Mare; the Mare Owner agrees to give the Stallion Manager ample opportunity to settle the Mare (having bred her through at least two (2) heat-periods). The Stallion Manager does not offer a Live Foal Guarantee for any mare boarded on the Stallion Manager's premises unless the mare has been pregnancy-checked, and is found to be pregnant by the Stallion Manager's veterinarian prior to leaving the premises. IF THE MARE LEAVES BEFORE BEING PREGANCY-CHECKED, THEN ALL UNPAID BOARD, EXPENSES, AND BREEDING FEES BECOME DUE AND PAYABLE. THE STALLION MANAGER MUST RECEIVE CONFIRMATION OF A PREGNANCY CHECK IN WRITING WITHIN 45 DAYS OF OVULATION, OR THE LIVE FOAL GUARANTEE IS VOID. If for any reason a Mare does not settle, the Mare Owner waives any claim against the Stallion Manager. The Stallion Manager's veterinarian will examine the Mare for normal breeding conditions and will administer care for the Mare and her offspring that the Stallion Manager deems necessary, and the Mare Owner grants to the Stallion Manager the right to exercise all reasonable authority and discretion with respect to the care of the Mare and her offspring. If any extraordinary health care is required for the Mare and her offspring, the Stallion Manager shall attempt to contact the Mare Owner by telephone prior to taking any required action, but the Stallion Manager's inability to contact the Mare Owner does not abrogate the authority granted to the Stallion Manager by the Mare Owner.

The Stallion is bred to a full book of mares each year. This book is determined by the number of mares that the Stallion Manager anticipates being able to breed successfully during the breeding season. It is always the goal of the Stallion Manager to get the mare bred as soon as possible after her arrival on the farm. However, there may be times during the season when there are more mares in heat than can be bred on a given day. During these times the Stallion Manager must give priority to some mares over others. There are several factors that influence this decision. For example, priority is given to mares that are maintained on the farm, opposed to mares that are hauled in with a breeding follicle. The Stallion Manager will do all that is possible to minimize lost breeding cycles in mares.
The Stallion Manager reserves the right to refuse to accept any mare which is (1) not in proper condition or (2) which does not have all of the records, tests and registration documents as required herein.

4. BREEDING OF THE MARE BY COOLED TRANSPORTED SEMEN. The Mare owner is responsible for all facets of breeding the Mare and agrees to comply with all related breed association requirements concerning the use and handling of cooled semen. The Mare Owner agrees to use his/her best efforts to perform insemination procedure within 24 hours, but not more than 48 hours after collection of semen from the Stallion. The Mare Owner agrees that an individual who is qualified and experienced in the use and handling of cooled semen will perform the insemination. The Mare Owner agrees to use all cooled semen provided by this Agreement for the Mare named in this Agreement and no other. AS THE USE OF COOLED SEMEN IS AN EMERGING TECHNOLOGY, THE STALLION MANAGER MAKES NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, WITH RESPECT TO COOLED SEMEN, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE STALLION MANAGER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE COOLED SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY, OR CHARACTERISTICS.

SAMPLE

STALLION SERVICE CONTRACT

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5. EMBRYO TRANSFERS. If an embryo transfer, from a single flush, results in multiple pregnancies, the Mare Owner is responsible to pay the Stallion Manager the additional stallion fee(s), listed in this Agreement, before ANY breeder's certificate(s) will be issued.

6. FOALING MARES ON THE STALLION MANAGER'S PREMISES. The Mare Owner agrees to pay the foaling fee listed in the fee schedule above to have the mare foal on the premises of the Stallion Manager. All veterinary expenses incurred in connection with the foaling shall be paid by the Mare Owner, in addition to the foaling fee.

7. LIVE FOAL GUARANTEE. If the Mare fails to produce a live foal from the breeding privilege granted by this Agreement, the Mare Owner may rebreed the Mare (or a substitute mare mutually agreed upon by the Mare Owner and the Stallion Manager) during the subsequent breeding season. The Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this Agreement, without the prior written consent of the Stallion Manager. Any attempted assignment with out the prior consent of the Stallion Manager, will, at the option of the Stallion Manager, terminate this Agreement and release the Stallion Manager from all obligations hereunder. "LIVE FOAL" means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours. This return breeding privilege is conditioned upon the Mare Owner giving the Stallion Manager written notice within 7 days after foaling or aborting that the Mare did not produce a live foal. This notice must be accompanied by a certificate from the attending veterinarian that no live foal was born. For the return breeding priviledge, a Rebreed Contract will be issued the Mare Owner by the Stallion Manager, and there will be a charge for "rebreed" service expenses as listed on the Rebreed Contract.

8. A "Breeder's Certificate" will be issued for the foal conceived by the mating when stallion fees and all other expenses have been paid in full. The Mare Owner will receive a Breeder's Certificate when the Stallion Manager has been notified that a live foal has been produced.

9. TERMINATION. If the Stallion dies, is sold, or becomes unfit for breeding in the opinion of the Stallion Manager, or if the Mare should die or become unfit to breed, this Agreement will, at the option of the Stallion Manager, immediately terminate, but the Mare Owner shall continue to be responsible for payment to the Stallion Manager for all expenses incurred by the Stallion Manager on behalf of the Mare Owner prior to the Mare and the offspring being removed from the Ranch. The Stallion Fee (less the non refundable Booking Fee and non-refundable Chute/Farm Fee) will be refunded, and the Stallion Manager and the Mare Owner will be released from any further obligation under this Agreement.

10. THE LIVE FOAL GUARANTEE IN THIS CONTRACT IS NON-TRANSFERABLE AND NON-ASSIGNABLE and should the Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee granted shall be void. However, the Stallion Manager may, at his discretion, upon application and payment of a new booking fee, continue to honor the live foal guarantee granted to the original owner. In the event that the Stallion Manager agrees to the transfer or assignment of the "live foal guarantee" rights, under the terms of this contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable.

11. ENTIRE AGREEMENT/GOVERNING LAW/VENUE. This Agreement contains the entire agreement between the parties and may be amended only in writing signed by each of the parties. Texas law governs this Agreement, all of the terms and provisions of which are performable in Cooke County, Texas. The parties agree that any legal action brought under this Agreement or pertaining to the subject matter of this Agreement can only be brought in Cooke County, Texas. (UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTIVE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES).

12. This contract shall be binding upon the parties hereto, upon execution hereof, and the same may not be altered or amended, except by written mutual consent of the parties hereto.

UPON ARRIVAL, PLEASE HAVE THE FOLLOWING

1. Current Negative Coggins and Health Papers
2. Signed Contract and Paid Booking Fee
3. Copy of Registration Papers, Front and Back
4. Worming and Immunization Record

If your mare and/or foal is insured, fill in the name and telephone number of your agent:_____

Authorized By Carol Rose, Inc. Date

Stallion Fee $

Booking Fee $ *due with contract*

Chute/Farm Fee $ *due with contract*

Balance Due

Date Mailed

Date Received Check#

Best Customer

Owner of Mare (As Listed On Registration Certificate)

Address

Telephone

Signature of Mare Owner, as listed on Registration Certificate

EXAMPLE

******This contract is an example only – please contact Carol Rose Quarter Horses for your own breeding contract or if you should have any questions*****