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STALLION SERVICE CONTRACT

I hereby agree on _____ to breed the mare, _____, hereinafter referred to as Mare (Registration # _____ - Year Foaled: ____ to the Stallion, **Genuine Dun It**, hereinafter referred to as Stallion (AQHA Registration #**3345065**) for the 2009 season. The Stallion Fee is **\$750.00**, which includes a Booking Fee of **\$250.00** which is payable to **Texas Star Quarter Horses**. I also agree to pay **Rocking Bar H Farms** a Chute Fee in the amount of **\$250.00**.

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 Fee is in addition to the Stallion Fee and also payable upon execution of the contract.

2. 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 Rocking Bar H Farms, 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 Rocking Bar H Farms.

2. BOARD & VETERINARY CHARGES:

Rocking Bar H Farms agrees to provide suitable facilities for the care and feeding of the mare and/or foal while in our custody. The Mare Owner agrees to the rates listed in the fee schedule above. The Mare Owner agrees to pay all boarding and veterinary expenses incurred by the Mare and/or foal while under the care of Rocking Bar H Farms, and these expenses are due and payable on or before 10 days after the date of invoice, OR before the Mare and/or foal depart the ranch.

4. CONDITION & TREATMENT.

The Mare Owner agrees that when delivered to Rocking Bar H Farms 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 Rocking Bar H Farms, then upon or before delivery of the Mare to Rocking Bar H Farms, the Mare Owner must provide Rocking Bar H Farms with the following information for the Mare:

- (a) **negative Coggins test dated within 12 months prior to the delivery of the Mare to Rocking Bar H Farms, and**

(b) **vaccination, deworming, farrier, and any other health and reproductive records** reasonably deemed necessary by Rocking Bar H Farms for the care and health of the Mare and her foal. Failure to furnish these health certificates will be authorization for Rocking Bar H Farms to perform such services as deemed necessary for the Mare's well being and will be at the Mare Owner's expense.

5. CARE OF MARE & FOAL

Rocking Bar H Farms shall prepare the Mare for breeding and shall conduct the breeding and post breeding care. Rocking Bar H Farms shall exercise reasonable judgment in the breeding, care, and supervision of the Mare; however, the Mare Owner waives all claims against Rocking Bar H Farms for the sickness, injury, or death of the Mare and her offspring from matters beyond Rocking Bar H Farms reasonable control or despite the rendering of reasonable and ordinary care. Rocking Bar H Farms shall diligently try to settle the Mare; the Mare Owner agrees to give Rocking Bar H Farms ample opportunity to settle the Mare (having bred her through at least two (2) heat-periods). Texas Star Quarter Horses does not offer a Live Foal Guarantee for any mare boarded on Rocking Bar H Farms premises unless the mare has been pregnancy-checked, and is found to be pregnant by Rocking Bar H Farms 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 Rocking Bar H Farms, and Texas Star Quarter Horses. Rocking Bar H Farms veterinarian will examine the Mare for normal breeding conditions and will administer care for the Mare and her offspring that Rocking Bar H Farms deems necessary, and the Mare Owner grants to Rocking Bar H Farms 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, Rocking Bar H Farms shall attempt to contact the Mare Owner by telephone prior to taking any required action, but Rocking Bar H Farms inability to contact the Mare Owner does not abrogate the authority granted to Rocking Bar H Farms 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 Rocking Bar H Farms anticipates being able to breed successfully during the breeding season. It is always the goal of Rocking Bar H Farms 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 Rocking Bar H Farms 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. Rocking Bar H Farms will do all that is possible to minimize lost breeding cycles in mares. Rocking Bar H Farms 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.

6. 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 Texas Star Quarter Horses) 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 Texas Star Quarter Horses. Any attempted assignment with out the prior consent of Texas Star Quarter Horses, will, at the option of Texas Star Quarter Horses, terminate this Agreement and release Rocking Bar H Farms 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 Rocking Bar H Farms and Texas Star Quarter Horses 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 privilege, a Rebreed Contract will be issued the Mare Owner by Rocking Bar H Farms, and there will be a charge for "rebreed" service expenses as listed on the Rebreed Contract.

7. 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 Rocking Bar H Farms and Texas Star Quarter Horses has been notified that a live foal has been produced.

8. TERMINATION.

If the Stallion dies, is sold, or becomes unfit for breeding in the opinion of Rocking Bar H Farms and Texas Star Quarter Horses, or if the Mare should die or become unfit to breed, this Agreement will, at the option of Rocking Bar H Farms and Texas Star Quarter Horses, immediately terminate, but the Mare Owner shall continue to be responsible for payment to Rocking Bar H Farms for all expenses incurred by Rocking Bar H Farms 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 Farm Fee) will be refunded, and Rocking Bar H Farms and Texas Star Quarter Horses and the Mare Owner will be released from any further obligation under this Agreement.

9. 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, Texas Star Quarter Horses may, at their 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 Texas Star Quarter Horses 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.

10. 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 Kaufman 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 Kaufman County, Texas. **(UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE 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).**

11. 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.

12. 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:_____.

Stallion Fee: \$ 750.00 Payable to Texas Star Quarter Horses

Booking Fee: \$ Included Payable to Texas Star Quarter Horses

Chute Fee: \$ 250.00 Payable to Rocking Bar H Farms

Balance Due Texas Star Quarter Horses*: \$_____.

Balance Due Rocking Bar H Farms: \$_____.

Date Mailed_____

Signature of Mare Owner, as listed on Registration Certificate

X_____.

Check#_____

Texas Star Quarter Horses and Rocking Bar H Farms
also accepts Visa, MasterCard, Discover and American Express through PayPal