

TIME TO TOUCH

STALLION SERVICE CONTRACT

This certifies _____, hereinafter referred to as Mare Owner, has engaged (1) service to the stallion, TIME TO TOUCH (Stallion) for the 200__ Breeding Season, as herein after defined, at \$_____ (stallion fee) for the following mare _____ Registration # _____ Breed _____

A. Kenneth Mills, owner of the above named stallion, will hereinafter be referred to as Breeder. This contract sets forth all rights and responsibilities of the parties for the 200__ breeding season. This service is subject to the following terms and conditions:

1. **Booking Fees and Stallion Service Fee.** Mare Owner agrees to pay a booking fee of \$750.00 upon execution of this contract. This booking fee may not be transferred to another mare owner or be carried forward to a different breeding season. Mare Owner further agrees to pay all remaining farm expenses prior to leaving farm, and the balance of the Stallion Fee of \$_____ when foal is born. The Booking Fee is non-refundable.

2. **On-Farm Expenses and Interest Charges.** All expenses incurred on behalf of the Mare Owner, including, but not limited to boarding fees, veterinarian fees, farrier fees, etc., shall be the responsibility of the Mare Owner and shall be invoiced to the Mare Owner monthly. Interest at the rate or 18% per annum will be charged on all accounts with balances not paid within 3- days of the date of the invoice.

3. **Shipped Semen.** The Mare Owner is responsible for contacting Gene Parker Farms to arrange for the collection and shipment of semen. Stallions will be collected on Monday, Wednesday and Friday ONLY. All requests for semen must be made by 8:00 AM EST on collection days. All on-farm mares will have priority to receive semen. Semen will be shipped via FedEx for next day delivery or by airline for same day delivery. All costs associated with shipping must be paid prior to shipping and are the responsibility of the Mare Owner. Stallion Owner, at his sole discretion, may require Mare to be bred at the breeding farm if Mare has failed to settle after three breeding cycles.

4. **Mare Condition, Registration, Ownership.** A copy of the Mare's registration papers (both sides) shall accompany this contract. A Veterinarian's health certificate, worming and immunization records and a current Coggins test (within 6 months of the delivery of Mare to the farm) shall accompany the Mare. If these items are not present upon the Mare's arrival, the Breeder shall have the attending veterinarian make the proper tests and evaluations at the Mare Owner's expense. Mare (and foal, if applicable) will be periodically vaccinated and de-wormed as deemed necessary by the attending veterinarian at the Mare Owner's expense. Mare Owner agrees that each mare offered for breeding shall be in sound breeding condition and free from any infection or disease. Any mare certified by the attending veterinarian not to in sound breeding condition shall not be bred. Mare Owner may substitute another Mare within the same breeding season.

5. **Live Foal Guarantee.** Live foal means that the foal shall stand and nurse within twenty-four (24) hours of birth. It is understood that if the mare proves barren, aborts her foal, if foal is stillborn, a return season will be guaranteed the following year only at the Breeder's facility, provided proper notification is given. Proper notification shall be defined as follows: written certification by a licensed veterinarian within seven (7) days that the mare has slipped or produced a non-viable foal. Mare Owner must also verify, in writing, that such abortion or death did not result from any act of omission of the Mare Owner subsequent to the Mare's departure from the Breeder's far. Rhinopneumonitis (EHV-1) vaccinations must be administered as directed by the drug manufacturer as Mare progresses through her pregnancy. Failure to properly administer such vaccinations will void the Live Foal Guarantee.

6. **Genetic Diseases.** The Breeder shall be held harmless of any horses with genetic diseases (HYPP). If the above Mare Owner has an H/H (double positive) foal, the Mare Owner has the option of the returning the double positive foal to the Breeder in return for a re-breed the following year. (The foal must be returned to the Breeder before the Mare Owner is entitled to a re-breed.)

7. **Breeding Season.** The breeding season for this contract shall begin February 1st and close July 1st of the year of the breeding season specified above.

8. **Breeder's Certificate and Substitutions.** A Breeder's Certificate will be issued to the Mare Owner only after all invoiced charges have been paid in full, including Stud fees and other services, and upon written notification of birth of a live foal. Mare Owner shall not sell, gift or donate or assign this breeding contract. Substitution of Mare is forbidden without the express written consent of the Stallion Owner. Attempts to assign or substitute without prior consent of the Stallion Owner will terminate this agreement and release Stallion Owner from the obligations outlined herein. A Breeder's Certificate shall be issued only for the Mare bound by this agreement.

9. **Rebreeds.** If the mare does not produce a live foal for the first breeding season bred, Mare Owner is entitled to a rebreed the following year after the initial year the breeding fee was paid. The Mare owner will be subject to a _____ chute fee.

10. **Multiple Foals.** Should more than one embryo result from a breeding, Mare Owner agrees to pay an addition Stallion Service

