

EARLY BOOKING DISCOUNT
BOOK BY 10-31-2020

STALLION CONTRACT

EE Ranches, Inc.
dba, Stallion Station

P.O. Box 829 • Whitesboro, TX 76273-6357 • (903) 564-3692

FEE SCHEDULE	Dry Mare	\$15.00	Substitution Fee	\$350.00
	Wet Mare	\$18.00	Rebreed	\$650.00
	Foal Out Fee	\$350.00		

I hereby agree to breed the Mare _____, Registration # _____
 to the Stallion VS Code Red, Registration # 4986316, for the 2021
 season. The Stallion Fee is \$ 3,000.00, which includes a booking fee of \$ 650.00.

All complementary and/or a donated breeding is subject to an additional fee of \$ N/A.

1. The stallion fee stated above includes a non-refundable booking fee which shall be payable upon execution of this contract. All expenses will be payable upon receipt of an invoice or when Mare leaves the Ranch, whichever is first. If Mare Owner elects to pay the stallion fee and/or any subsequent invoiced expenses by credit card, mare owner agrees that EE Ranches, Inc may add and Mare Owner shall pay a 3% convenience fee which will be added to any credit card transaction. The Mare shall be released only upon payment in full of all outstanding invoices including those from the attending veterinarian. **TWENTY-FOUR HOUR NOTICE MUST BE GIVEN FOR MARE'S DEPARTURE.**

2. Live foal guaranteed with return privilege the following season only if the Mare fails to produce a live foal after being sent home in foal. It is understood that should the foal not stand up and nurse I will be entitled to return privileges the following year only. This guarantee applies only if I notify you within one week from death of foal. This notice must be accompanied by a statement from a licensed Veterinarian. If the Mare is to be returned and the owner of the Mare fails to deliver her for rebreeding the following year, then any and all fees shall not be refundable and this contract is thereby cancelled. Substitute rebreed mares must be approved by EE Ranches, Inc.

3. Diligent efforts will be made to settle any Mare, however, if for any reason she does not settle, Mare Owner will not hold Breeder, the stallion owner or his representatives liable in any respect whatsoever. The breeding season will begin 02/2021 and close 06/2021. Mare Owner agrees to leave the Mare at the Ranch until she has a positive pregnancy examination by the ranch veterinarian. Mares that leave the Ranch before they are confirmed in foal must return that same breeding season for additional breeding to ensure a live foal guarantee. Mares that fail to arrive at the Ranch during the designated breeding season will forfeit their Booking Fees.

4. Right of return privileges shall not be granted to Mares leaving the Ranch prior to the end of breeding season before a positive pregnancy examination by the Ranch veterinarian is performance.

5. The Mare shall be healthy and in sound breeding condition; free from infections, contagious or transmittance disease, and must have had a current Coggins Test performed within six (6) months of its arrival. A photostatic copy of registration papers, plus a health, worming and immunization record must accompany the Mare. If the Mare Owner should fail to provide any of the above documents, Mare Owner hereby consents to the Breeder's veterinarian examining and/or testing the Mare as may be necessary to complete the above tests certification and other records. This is all to be completed at the Mare Owner's expense. However, Breeder reserves the right to refuse to accept any mare which is (1) not in proper condition of (2) which does not have all of the records, test and registration documents as required herein. **A COGGINS TEST DONE WITHIN SIX MONTHS PRIOR TO ARRIVAL IS MANDATORY.**

6. It is further understood that should the Stallion die or become unfit for service this contract shall become null and void and my Breeding Fee will be returned by the ??, less the booking fee.

7. Breeder does not carry mortality insurance on the breeding horses and therefore, Mare Owner must provide his/her/its own insurance. Breeder shall not be liable for any damages to the Mare arising out of or from the breeding of the Mare or that may occur from any cause whatsoever in connection therewith including but not limited to loss by fire, accident, theft, running away, death, illness or injury during or after the term of this Agreement, whether the Mare is on the Ranch or not. Mare Owner shall be solely responsible for all acts and behavior of the Mare at anytime during the term of this Agreement and in no case shall Breeder, it owners, representatives, management and employees harmless from and against all damages sustained or suffered by reason of the breeding or keeping of the animal, for any claims arising out of the breeding act or keeping of Mare or otherwise, including but not limited to consequential damages. Furthermore, Mare Owner agrees that the Ranch shall not be held liable for any negligence or errors, and that Breeder may exercise its judgment in supervising and caring for the Mare and/or foal. Mare Owner agrees that the Ranch and Breeder assume no liability whatsoever for the Mare. Foal or the Mare Owner. Breeder reserves the right to refuse any Mare that is not halter broke or deemed dangerous to EE Ranches staff and employees.

8. The parties acknowledge that this agreement is made and shall be entirely performed within the State of Texas shall be constructed and enforced under the laws of the State of Texas. Under Texas Law (Chapter 87 civil practice and remedies code), an Equine Professional is not liable for any injury or death of a participant in Equine activities resulting from the inherent risks of Equine activities.

9. I agree that the Ranch may have a veterinarian check my Mare for normal breeding conditions and to perform such other veterinarian services as the Ranch deems necessary at Mare Owner's expense.

10. A "Breeders Certificate" will be issued upon notification of the birth of the foal.

11. The Ranch agrees to provide suitable facilities for the care and feed of the Mare and/or foal while in its custody. The Mare Owner agrees to the rates listed in the fee schedule above.

12. The Ranch will exercise judgment in care and supervision of the Mare and/or foal. Ranch's veterinarian will examine the Mare for normal breeding conditions and will administer medical care as deemed necessary for the health and the safety of the Mare and/or foal. The Mare Owner hereby consents to all medical care administered to the Mare by the Ranch's veterinarian. All veterinarian and farrier expenses will be paid by the Mare Owner.

13. THE LIVE FOAL GUARANTEE IN THIS AGREEMENT IS NON-TRANSFERABLE 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 Breeding Manager, may, at his discretion, upon application and payment of a new book fee (rebreed fee) continue to honor the live foal guarantee granted to the original owner. In the event that the Ranch's agrees to the transfer or assignment of the "live foal guarantee" rights, under the terms of this contract, the new owner agrees to be bound by all the terms and conditions hereof, insofar as the same may then be applicable. Should the contracted breeding produce a foal with HERDA; upon proper requested documentation to support this claim, there will be a rebreed. The rebreed will be for another Mare; the original breed Mare o the HERDA foal will not be accepted for this rebreed.

14. The Mare Owner agrees that Ranch has not made, and does not make, any representation or warranty as to the quality or conformation of the foal nor that the foal will be free of any infirmity, conformation defect, disease, or inherited trait. The Ranch or Stallion Owner makes no implied warranties of merchantability or fitness for a particular purpose.

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

16. I understand that this agreement entitles me to one breeders certificate for one foal. Any multiple foals or certificates will require an additional contract and breeding fee.

TRANSIT BREEDERS: STALLION SERVICE FEES ARE DUE PRIOR TO THE DAY OF BREEDING.

OVULATION BREEDERS: STALLION SERVICE FEES ARE DUE WHEN THE MARE DEPARTS AFTER OVULATION WITHOUT EXCEPTION.

EE Ranches, Inc. dba Stallion Station "Breeder"

Owner of Mare _____

As Listed Registration Certificate

EE Ranches, Inc. dba Stallion Station "Breeder"

Address _____

Authorized by _____

City, State, Zip _____

Date _____

Phone _____

Stallion Fee \$3,000.00

Email _____

Booking Fee \$ 650.00 *Due with contract*

Complimentary/Donated Fees N/A *Due with contract*

Balance Due \$2,350.00

Signature of Mare Owner or Lessee