

WARD'S RIVER RANCH
38568 WARD DR., KINGSBURG, CA 93631
PHONE (559) 897-8616 FAX (559) 897-1712

STALLION SERVICE CONTRACT

The agreement between WARD'S RIVER RANCH LLC (Ward's River Ranch) and the Owner of the Mare (Owner) described herein is dated as of _____, at Kingsburg, California. The owner hereby agrees to present Mare _____ (Mare), Reg. # _____ for breeding to the Stallion **SILVER GUN** (Stallion) during the 2008 breeding season (February 15 to July 15) subject to the following terms and conditions:

1. The stallion service fee is **\$1500**, which includes a \$500.00 booking fee to be returned with this contract when or before the mare arrives at the breeding farm, or this contract will automatically become null and void. The completed contract along with a copy of the mare's registration papers must be returned before the mare will be bred.
2. All expenses, including board, veterinarian expenses, foot care (if necessary), etc., will be due monthly. Monthly statements shall be due and payable upon receipt. Interest shall accrue at one and one half percent (1 ½%) on such amounts, 30 days past due, shall be compounded monthly from the due date, until paid in full. The balance of the stallion service fee is due and payable when the mare is pronounced in foal 25 days or before the mare will be released. **It is also understood that the mare will not be released from Ward's River Ranch until all fees have been paid.**
3. Under this contract a live foal is guaranteed. It is agreed that a "live foal" is defined as one that will stand and nurse without assistance after foaling. If the foal is born dead or the mare is found to be not in foal, it is the Owner's responsibility to notify Ward's River Ranch within (7) days. This notice must be accompanied by a statement from a licensed veterinarian. In such case, return privileges will be available the **following year 2009 only**. If the mare is to be returned, another booking fee of \$500.00 will be due prior to the mare being re-bred the following year. The breeding fee **will not** be refunded.
4. If the mare fails to return for rebreeding the following year then any and all fees paid shall be forfeited, the right to a rebreed is canceled and the stallion owner and or Ward's River Ranch is released from all further obligation to this contract.
5. If the mare dies or becomes unfit to breed, the owner may return during this season or the following season 2009 only with a substitute mare approved by the stallion owner, without an additional breeding fee.
6. It is further understood that should the above named stallion die, or become unfit for service for any reason, then this contract will become null and void and both parties are relieved of any further obligation hereunder. Any moneys paid by owner toward the stallion fee, with the exception of the non-refundable booking fee, shall be refunded to the Owner for the Mare, if not settled.
7. Diligent efforts will be made to impregnate the Mare. Ward's River Ranch shall have the sole decision of determining the best method of breeding the Mare. However, if for any reason the Mare does not become pregnant the mare Owner will not hold the Stallion Owner, Ward's River Ranch, or their representatives liable.
8. The mare Owner agrees that the mare offered for breeding shall be in sound breeding condition and free from infection or disease. Any mare certified by attending veterinarian (in his opinion) in an unsound breeding condition, shall not be bred. The owner may substitute another mare within the same breeding season. The mare must be current on all vaccinations and dewormed within 30 days prior to arrival. If a mare arrives without current vaccinations and deworming, they will be administered upon arrival, at the Owner's expense.
9. A "breeders certificate" will be issued upon notification of the birth of the foal, only if all fees are paid, including and past due board bill on any horses owned by the Owner.
10. I understand and agree that Ward's River Ranch and/or its representatives will not be held responsible for accidents, sickness, or death to my mare and/or foal. Furthermore, I agree that the above name parties shall not be held liable for any negligence or errors and that the above named parties may exercise their judgment in supervision and care for my mare and/or foal. I agree that the above named assume no liability whatsoever for Mare and Owners. I hereby release, indemnify and agree to hold Ward's River Ranch, and its representatives harmless from any and all claims arising from or based upon negligence and gross negligence arising from my horse or representatives being on the premises known as Ward's River Ranch.

11. **Waiver of liability.** It is understood that the breeding farm, it's owners, employees, and guests shall not be liable for any injury, escape, disability, or death of any horse on it's premises. Any Owner's horse(s) is (are) under the care of Ward's River Ranch will not be liable or responsible for any damage, injury or death of breeding farm stallions, employees, veterinarians, or other animals in the care of Ward's River Ranch, whether or not caused by the Owner's horse.

Board rate on Breeding Mares is as follows, please initial by the desired board rate:

Mare Board \$17.00 stall _____ \$17.00 Individual Run _____ \$10.00 Pasture _____ **Foal Board** \$3.00 _____

Arrival Date _____ Band # _____ Board Rate _____

Mare Owner _____

Address _____

City, State _____ Zip _____

Phone _____

Mare Owner Signature _____ Date _____

Method of Payment

Check # _____ Cash _____

Credit Card # _____

Exp Date _____

(Visa, MasterCard, Discover)

I authorize any unpaid fees be charged to the above credit card.

Please initial: ____