

STALLION SERVICE CONTRACT

WITNESS THIS AGREEMENT this ____ day of _____, 20 ____, between McGregor Ranch, hereafter referred to as "Ranch" and _____, hereafter referred to as "Mare Owner."

WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name of _____, with the _____ Registry, Registration No. _____, foaled _____, and

Whereas, Mare Owner wishes to breed said mare as above described to the stallion, _____, Appaloosa Registration # _____.

IT IS NOW THEREFORE AGREED between parties as follows:

Booking and Stallion Fees

- A) Mare Owner agrees to pay a non-refundable booking fee of \$200.00 to reserve a breeding for the year 20____, which shall be credited against the Stallion Service Fee.
- B) For consideration of \$750.00, excluding mare care Ranch hereby agrees to breed the Stallion, _____, to the mare belonging to Mare Owner as above-described. This breeding fee includes the shipping fee and the chute fee for those mares artificially inseminated.
- C) The full amount of the stud fee as set forth above and the accrued board, Veterinary expenses, mare care, farrier expenses, and other related charges shall become due payable prior to delivery of the mare to Mare Owner. The Ranch shall have a lien against the mare, any foal as side and the produce of mating which is the subject of this agreement until such time as any and all charges are paid in full; said lien shall survive any transfer of possession. Mare Owner agrees to pay all charges when due and should Mare Owner fail to do so, Ranch shall be entitled to recover any costs, expenses and attorney's fees expended in collection. In the event collection of Owner's account is placed in the hands of an attorney, Owner agrees a minimum fee of \$250.00 shall be assessed as attorney's fees.

Reservations for Transported Semen

Receipt of the above mentioned stallion fee confirms the mare's reservation to be bred to above-mentioned stallion for the present breeding season.

- 1) Semen is collected on a designated schedule. Please contact the McGregor Ranch for the designated schedule.
- 2) Ranch must be notified prior to 11:00 am Central time on the date the semen is to be shipped.
- 3) All requests for semen shipments shall be filled as received, subject to availability of the above-mentioned stud and the proposal of the Ranch. If there is

insufficient semen to fill all orders on a given day, The Ranch will determine which order will be honored. This decision will be based on information provided by the purchaser's veterinarian.

- 4) Shipping containers must be returned to McGregor Ranch within 72 hrs. A late fee of \$10 daily will be added until container is returned or until the maximum fine of \$300 is accrued.
- 5) There will be a maximum of three (3) shipments of semen. In the event the mare does not conceive on the third shipment, it will be at the discretion of the Ranch to decide to ship semen or service the mare at the breeding farm.
- 6) Semen will be shipped via Federal Express. The stud fee as set forth above includes the shipping fee and the chute fee first shipment. Should it be deemed necessary for a second shipment to be shipped, shipping charges of \$250.00 must be paid prior to shipping by cashier's check, as well as each consecutive shipment.

Mare Care and Board

Mare Owner agrees to pay Ranch , The sum of \$13.00 per day for dry field mares; \$15.00 per day for wet barn mares; and \$13.00 per day for dry barn mares. This amount will be charged per calendar day, or portion thereof, in which the mare is in the custody or control of Ranch. All mare care charges, including any charges of horseshoeing, veterinary care or similar charges shall be due and payable prior to the return of mare to Mare Owner. In the event the above-named stallion stands at a commercial breeding and/or boarding facility, said facility will be considered an independent contractor for purposes of this agreement.

Mare Owner hereby states that he has inspected the premises of the breeding facility, including the facilities in which the mare is to be kept and is satisfied with their condition, upkeep and safety. Mare Owner agrees that the standard of care to be imposed upon Ranch is that of ordinary care of a prudent horse owner and not that of compensated Bailee.

General Conditions

This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal, which stands and nurses without assistance. If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege for the following breeding season only if the notification procedures as set forth below are followed.

None of the above-described fees shall be Refundable except as described below. However, Ranch guarantees a return breeding for the following breeding season for said mare or an approved substitute should a "live foal" as above-described not result from this mating. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one week from the date of death of the fetus, or in the alternative, a sworn statement from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown.

In the event of death of the above-named stallion, this contract shall become null and void.

No money shall be refunded to mare owner except the booking fee if the mare has not been bred. In the event of the stallion's death prior to the delivery of a live foal, the live foal guarantee as above described shall become null and void. Should the mare die subsequent to payment of the booking fee but prior to breeding, only the booking

fee will be refunded to Mare Owner. No other fees or charges are refundable except as described in this paragraph. Mare Owner agrees to furnish a negative Coggins Test (Swamp Fever) prior to mare's arrival at the breeding farm. All mares shall, upon arrival, be accompanied by a health certificate indicated a current vaccination for equine influenza, tetanus, and encephalitis. Mares not accompanied by said certificate will be vaccinated shortly after arrival at Ranch at the expense of Mare Owner. Mare Owner understands and agrees that upon arrival at the breeding facility, the mare will be cultured and examined by a licensed veterinarian selected by Ranch, at Mare Owner's expense. Mare Owner authorizes Ranch, to engage performance of such other veterinary services as Ranch may deem necessary for the proper treatment, care and protection of the mare and/or foal at side. This is to be done at the Mare Owner's expense and will be billed and payable as above described.

In the event colic or life-threatening illness of the mare, all the means available will be utilized to save said mare unless otherwise instructed by Mare Owner, including surgery if recommended by the veterinarian. Mare Owner shall pay any and all costs in connection therewith.

McGregor Ranch shall not be liable for any sickness, disease, estrus, theft, death, or injury which may be suffered by the mare and/or foal at side, or any other cause of action whatsoever arising out of or connected in any way with the breeding or boarding of the mare and/or foal. This includes, but is not limited to, personal injury or disability which the Mare Owner or Owners may receive while on the premises of the breeding facility. Mare Owner fully understands that Ranch does not carry any outside horses in its possession, custody or control for breeding and boarding on any public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with the breeding and boarding of the mare or mares and/or foals are to be born by the Mare Owner or Owners. Ranch strongly recommends equine mortality insurance be obtained applicable to subject horse(s) by Owner. Failure to disclose insurance information shall be at the Mare Owner's risk.

Mares that are not halter broken and/or cannot be hobbled will not be accepted. Mare Owner understands and agrees that the mare may be tranquilized for breeding purposes if deemed reasonable or necessary by Ranch. Mare Owner further authorizes breeding by artificial insemination if deemed appropriate by Ranch and agrees to pay any veterinary charges arising in connection therewith. Artificial insemination may only be used if appropriate by applicable breed registry.

It is understood that breeding season for the McGregor Ranch commences on January 1 of the calendar year and terminates July 1 of the same year. Mares who do not come into season or are not settled within said breeding season as above-described shall be carried over to the following year, or may be re-bred during the following heat(s) if it is practical for Ranch to do so. In the event Mare Owner elects to re-breed during the following breeding season, Mare Owner agrees to pay any increase in the stallion service fee or mare care fee.

In the event Mare Owner does not leave at the breeding facility for forty-five days following last breeding for purposes of pregnancy test, mare pregnancy checked within forty-five days from the date of last breeding and provide said information waives the live foal guarantee although Mare Owner shall have a guarantee right to re-breed the following breeding season at the rate set for said breeding season. Sale of the mare by Mare Owner to another party or parties will terminate the live foal guarantee as set forth above and described in this contract unless same is acknowledged and accepted in writing by Ranch.

Inherent Risks and Assumption of Risk

The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to the injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in State of Oklahoma, and shall be enforced and interpreted in accordance with the laws of said state.

In the event one or more parts of the contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Additionally, agreements should be separately initialed by each party. If none, check here _____.

McGregor Ranch

By _____

MARE OWNER

McGregor Ranch
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8900 E. Imhoff Rd.
Norman, Ok. 73026
405-329-5182