

Stallion Service Contract

(shipped semen not available)

1. This agreement is made, executed, and delivered by Fast Horses LLC, 40436 Hwy 23, Farnam, Nebraska 69029 this ___ day of _____ 2016 and is being made between Fast Horses LLC, and the mare owner.
2. **BREEDING PRIVILEGES:** The mare owner hereby agrees to breed the mare _____ with the registration # _____, and of the _____ breed, to the stallion, **PROPHETIC THUNDER** for the **2016 breeding season** for a stallion fee of \$ _____ plus all other applicable fees. Fast Horses LLC charges a farm fee for each mare through (2) breeding cycles. The farm fee of **\$200** is payable before or upon the mare's arrival. No part of the farm fee is refundable except under special considerations described in Paragraph 5. The Stallion Fee of \$ _____, and all board and vet expenses incurred, are due, and payable before the mare goes home.
3. **CONDITION AND TREATMENT:** (a) The mare owner agrees that when delivered to Fast Horses LLC., the mare will be healthy, free from infection and/or disease, and in sound breeding condition. (b) All rear shoes must be removed from the mare prior to arrival. The mare owner agrees (c) to **furnish a copy of the mare's registration papers, a current negative Coggins test (out of state), a current vaccination record, and such other health certificates and information as Fast Horses LLC. Manager, Doug Hobelman reasonably requests, and (d) that a veterinarian designated by Doug Hobelman may treat the mare and her offspring in any manner determined to be necessary for the animal's well being, at the mare owner's expense. (e) When the mare's particular breed association allows, stallion manager will utilize on site, artificial insemination, or live cover breeding of the mare according to his convenience, and at his discretion.**
4. **CHARGES:** The mare owner agrees to pay: (a) board and care charges for the mare and/or her foal, (b) all expenses incurred on behalf of the mare and/or her foal, including, but not limited to, (c) mare care, (d) veterinarian fees, (e) farm fee, (f) stallion fee, and (g) all costs and expenses incurred by Fast Horses LLC, (including but not limited to reasonable attorney fees and costs) in connection with the enforcement of this agreement. (h) The stallion fee is due and payable when the mare leaves Fast Horses LLC. (i) All mare care, heat cycle charges, veterinary charges, and other necessary charges will be due and payable when the mare leaves Fast Horses LLC. (j) All charges are payable upon receipt and will bear interest at a rate of one and one-half percent (1½ %) per month or eighteen percent (18 %) per annum, for unpaid expenses. (k) In no event will the mare or her offspring be released unless all charges due and payable hereunder have been paid in full, unless a prior agreement has been reached, and is added as an

amendment to this contract, that is signed by the Fast Horses LLC Manager and the Mare Owner. **(l)** Mare Care for Dry mare is \$8 per day- Wet Mare is \$11 per day. **(m)** One Palpation examination and one ultra sound check for pregnancy is included in the Farm Fee. There will be additional charges to the mare owner if more than two palpation or ultra sounds are necessary. The mare owner will be contacted if, and prior to more than two palpation or ultra sounds are performed. **The mare owner has the right to not have any palpation examinations or ultra sound exams done. No adjustment to the \$200 Farm Fee will be made if no exams are done due to the request of mare owner to opt out of mare exams.**

- 5. LIMITED LIVE FOAL GUARANTEE:** **(a)** A farm fee of **\$200** is due prior to mare being bred. **(b)** The stallion fee will be due and payable when the mare is picked up. **(c)** The **\$200** farm fee will not be returned except in the case that **(d)** the stallion or the mare becomes unfit for service and the mare has not been bred; **(e)** the stallion dies or becomes unfit for service before mare is bred; **(f)** or the mare dies before being bred and mare owner does not have an acceptable replacement mare to breed. **(g)** The \$ _____ stallion service fee will only be returned, if the mare does not have a live foal, and **(h)** the stallion has died; **(i)** the stallion becomes unfit for service, or **(j)** the stallion is sold. **(k)** If the mare does not have a live foal or the foal does not live more than 24 hours, the mare owner has a right to return, the following year for a rebreed at no extra stallion service fee charge. **(l)** Normal mare care and veterinary expenses will apply on a return breeding. **(m)** For a return breeding there will be a return farm fee charge of **\$100**. The Farm Fee paid on a return breeding does not provide payment for any palpation or ultra sound charges.
- 6. LIEN:** The mare owner hereby grants Fast Horses LLC entitlement to claim and enforce a registered lien and security interest covering the mare, her offspring, and all documents relating thereto until all charges hereunder are paid in full. A photocopy of this agreement may be filed to protect such security interest under the Uniform Commercial Code.
- 7. WAIVER OF LIABILITY:** Fast Horses LLC agrees to diligently try to settle the mare, but if Fast Horses LLC, and/or Doug Hobelman are unable to do so, the mare owner hereby releases the manager and stallion owner from any liability, know or unknown. Fast Horses LLC will exercise reasonable judgment in caring for and supervising the mare and her offspring, but neither Fast Horses LLC, its owners, employees, veterinarian, guests, or the stallion owners shall be liable for any sickness, disease, injury, escape, disability, or death of any horse on its premises.
- 8. CERTIFICATES AND ASSIGNMENTS:** Fast Horses LLC will issue a service certificate at the request of the mare owner at any time after the mare has produced a live foal, and all charges have been paid in full. The mare owner shall not assign this breeding contract or substitute any other

mare. Any Attempted assignment or attempted substitution, without prior written consent of Fast Horses LLC, will terminate this agreement and release Fast Horses LLC and the stallion's owner from all obligations hereunder.

- 9. FURTHER AGREEMENTS:** All parties recognize, acknowledge, and accept that Fast Horses LLC reserves the right to cancel this agreement if the manager determines **(a)** the mare is unmanageable, unserviceable, or dangerous to handle; **(b)** or the manager determines that it is in the best interest of Fast Horses LLC and the stallion's owner to terminate further business with the owner(s) or responsible party(s) of subject mare. **(c)** In such case, all money that has been paid to Fast Horses LLC will be refunded, except for the mare care and veterinary charges accrued up to the date of departure of the subject mare. **(d)** All parties recognize, acknowledge, and accept that in such case of cancellation of the Breeding Agreement, Fast Horses LLC will not be held responsible for failure to settle mare for the current year, or for any speculated or real loss of income due to termination of the breeding agreement. **(e)** It is further agreed that if the stallion dies, is sold, is transferred, or becomes incapable of servicing mares; this agreement will become null and void. **(f)** If a stallion service fee has been paid, and a mare does not produce a live foal, the stallion service fee will be refunded to the mare owner if the stallion dies, is sold, is transferred, or becomes incapable of servicing mares. **(g)** If the stallion dies, is sold, is transferred, or becomes incapable of servicing mares after the mare has been bred, and the mare **is not** in foal or **does not** produce a live foal, the farm fee **will not** be refunded, but the stud fee **will be** refunded. **(h)** All notices hereunder will be effective when received by the party to whom it is sent to in writing, and served by regular mail, postage prepaid, at the addresses set forth in this agreement. **(i)** This instrument constitutes the entire agreement between the parties hereto and there are no agreements, understandings, restrictions, warranties or representation between the parties other than those set forth herein. **(j)** This agreement cannot be amended except in writing executed by the parties hereto. **(k)** This instrument will be construed in accordance with the internal laws of the State of Nebraska. **(l)** All actions with respect to this agreement will be instituted in the courts of such state or in the United States District court for such state and the mare owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of each such court and irrevocably and unconditionally waives any objection to the venue in such court and any claim that any action has been brought in an inconvenient forum, **(m)** the person executing this agreement is fully authorized to execute this agreement on behalf of the mare owner, and **(n)** Fast Horses LLC Manager Doug Hobelman acts solely as an agent for the stallion owner and will be bound by the terms of this agreement only for so long as

Doug Hobelman is designated the manager for the care and the breeding of the stallion.

10. BOARD RATES: Paddock: **\$8 per day Dry/ \$11 per day Wet**

11. FARM FEE: \$200 / FARM FEE ON RETURN BREEDING: \$125

12. STALLION FEE: \$_____ (LIVE FOAL GUARANTEE)

<p>Mare Owner(s): _____ _____</p> <p>Mailing Address: _____ _____ _____</p> <p>1st Contact Phone Number _____</p> <p>2nd Contact Phone Number _____</p> <p>Email: _____</p> <p>Mare Owner/Agent Signature</p> <p>X _____</p>	<p>Fast Horses LLC</p> <p>Doug Hobelman – Manager 40436 Hwy 23 Farnam, Nebraska 69029</p> <p>(308) 350-0432 (308) 320-0212</p> <p>Email: diamond.remuda@yahoo.com</p> <p>Manager Signature</p> <p>X _____</p> <p>Office use</p>
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Mare Information Sheet

(please print or type)

OWNER: _____ Address: _____

City: _____ State: _____ Zip: _____

Home phone: _____ 2nd # _____

E-mail: _____

ALTERNATE CONTACT: _____ # _____

VETERINARIAN: _____ # _____

HORSE'S registered name/number: _____ # _____

Age: _____ Breed: _____ Color: _____

Tattoo/brand _____ Location _____

Registration organization: _____

Known allergies: _____

Known health conditions: _____

Normal diet including supplements and pasture: _____

VACCINATIONS: Date last received.

Botulism _____ EEE/WEE/VEE _____ EPM _____

Flu/rhino _____ Influenza _____ PHF _____ Rabies _____

Rhinopneumonitis _____ Rotavirus _____ Strangles _____

Tetanus* _____ West Nile Virus _____

FOALING HISTORY: Number of previous foals _____ Please note any complications here: _____

IN THE EVENT THAT OWNER OR AGENT CANNOT BE REACHED, THIS HORSE is _____ is not _____ A CANDIDATE FOR SURGERY IN THE EVENT OF COLIC OR SERIOUS INJURY.

Owner/agent Initials _____ Date _____