

# ESQUIROL FARMS

RR #2, Ryley, Alberta T0B 4A0 Phone: 780-688-2282 Fax: 780-688-2285

## Stallion Service Contract

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Postal Code \_\_\_\_\_ Telephone \_\_\_\_\_

Mare's Name \_\_\_\_\_ Age \_\_\_\_\_ Color \_\_\_\_\_

Mare's Sire \_\_\_\_\_ Mare's Dam \_\_\_\_\_

This AGREEMENT made and entered into by and between **ESQUIROL FARMS**, manager or owner of the stallion \_\_\_\_\_ party of the first part, and \_\_\_\_\_, owner of the said mare, party of the second part.

- The second party hereby agrees to breed the thoroughbred mare \_\_\_\_\_ to the stallion KISSIN KRIS , during the breeding season of 2009 and the second party agrees to pay the first party the fee of \$3000 plus G.S.T. - a)  Live Foal Guarantee: when the foal stands and nurses. (Due 48 hours after foaling). In the event the said mare proves not in foal, the second party shall furnish the first party with a satisfactory veterinary certificate to that effect in lieu of said fee. All Veterinarian and board bills are to be paid in full to farm manager immediately upon receipt of statement. Interest 2% per month on unpaid balance. b)  No Guarantee: paid when mare is removed from the farm premises. All veterinarian and board bills are to be paid in full to farm manager prior to said mare being removed from farm premises.**
- The second party further agrees that said mare shall be healthy and in sound breeding condition. It is further understood and agreed that the manager of the stallion reserves the right to refuse to permit the breeding of any mare to said stallion, if and when, in the opinion of a qualified veterinarian, such breeding would be detrimental to the health and welfare of said stallion. The second party also agrees that the stallion owner's veterinarian may check the mare and that the second party agrees to pay the fee for such service or any other veterinary charges that the farm manager may order.
- This contractual agreement between the first party and second party at the time of breeding does not follow the sale of the mare or changes in ownership. The balance of the stud fee, if unpaid, shall immediately become due and payable. The return to the stallion to which the mare has been mated does not go with the mare nor does any possible refund of any stallion service fees, under any circumstances, accompany the mare in event of sale.
- It is further agreed that should said stallion die, be sold, or become unfit for service before servicing said mare, or should said mare die or become unfit to be bred then this contract shall be null and void.
- It is further agreed that neither party, including employees, owners, or guests shall be liable or responsible to either party for any disease, accident or injury to said mare or stallion.
- It is understood that the stallion certificate will not be issued by the stallion manager until all service fees have been paid in full.

### BOARD

**Dry: \$15.00 per day. Wet: \$18.00 per day.**

GST Applicable on all Services Business number #871723615RP

*To be valid and binding, this contract must be signed by both parties.*

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Stallion Manager \_\_\_\_\_ Owner or Manager of Mare \_\_\_\_\_

Please sign and return the original of this contract.