

Moonview Meadows, Inc. - Stallion Service Agreement

P.O Box 607
Freeland, Washington 98249
360-331-2080

This agreement is hereby made by and between Kim McMaster, doing business as Moonview Meadows Inc., hereinafter referred to as "Stallion Owner" and _____ hereinafter referred to as "Mare Owner".

WITNESSETH THAT;

WHEREAS, the stallion owner wishes to stand the stallion: **Saint Pats Cat, APHA#257.260, PtHA# 81241.** WHEREAS, the mare owner wishes to breed the Mare _____ Breed and registration Number: _____, hereinafter referred to as "Mare", to the stallion **Saint Pats Cat** and NOW THEREFORE, it is mutually understood and agreed by the Stallion Owner, Stallion Manager, and Mare Owner as follows:

1. Stallion Owner does hereby reserve for Mare Owner a seasons booking in **2009** to Stallion for Service to Mare. In consideration of the reservation by Stallion Owner, a booking fee in the amount of **Two Hundred Fifty dollars (\$250.00)**, shall accompany this agreement. The booking fee is non-refundable. This amount shall be applied against the Stallion fee of **\$1250.00** for Stallion, which Mare Owner agrees to
 - a. pay in full at the time the Mare leaves Stallion Manager's Ranch or is determined to be in foal by the Stallion Manager's designated veterinarian, whichever comes first.
 - b. To pay in full all booking and breeding fees before semen is shipped
2. Mare board/care will be through the Stallion Manager of wherever the Stallion will stand and all charges are the responsibility of the Mare Owner and shall be paid by Mare Owner prior to release of Mare. Stallion Owner shall have no liability whatsoever for such boarding/care charges. The boarding and Mare care charges per day are as follows: Agreed upon Mare board/care fees: **\$10.00 dry, \$12.50 wet.** Stallion Manager reserves the right to increase Mare board/care upon thirty (30) days written notice to Mare Owner. Approximate arrival date of Mare or semen shipment. _____
3. Mare Owner agrees to pay all Stallion Owner and Stallion Manager charges promptly. Stallion Manager charges will be presented on a monthly basis. Interest at a rate of one and one-half (1 and 1/2%) per month shall be assessed on all balances not paid within thirty (30) days of statement date. If Mare Owner fails to pay any amount due for more than thirty (30) days, the Stallion Owner and Stallion Manager may immediately accelerate all other amounts due under this agreement upon written notice to Mare Owner. Any Mare or foal stalled for medical attention or for any other reason, or for having special feed requirements, may be subject to increased board rates. No Mare will be released unless otherwise agreed in writing by and between all parties, until bills are paid in full to Stallion Owner, Stallion Manager, veterinarian, and all other fees, charges and expenses pursuant to this agreement.
 - a. *Mare Owner hereby grants to Stallion Owner and Stallion Manager a lien on Mare (and foal) pursuant to the laws of the State of Washington. Mare Owner hereby grants to Stallion Owner and Stallion Manager a security interest in any foal produced by this service to further secure any sums due hereunder, and agrees that a copy of this Agreement may be filed or recorded by Stallion Owner and Stallion Manager in lieu of a UCC Financing Statement.*

- b. *A breeder certificate will be furnished by the Stallion Owner upon birth if a live foal conceived by this service, if and only if all charges incurred on behalf of the Mare Owner in this agreement have been paid in full. No certificate will be issued until any unpaid charges are paid in full which include but are not limited to charges from Stallion Owner, Stallion Manager, and veterinarian.*
- 4 Upon arrival of Mare, the Mare Owner must give a copy of the Mare's registration papers to the Stallion Manger and ensure that Mare is in good health. The Mare must be halter broke. Stallion Owner and Stallion Manager reserve the right to refuse to breed Mare for reason of ill health or temperament dangerous to Stallion or Stallion Manager personnel and agents thereof.
- 5 Mare Owner agrees to allow licensed veterinarian to check the Mare for normal breeding conditions and perform such other veterinary services, including a uterine culture, deemed necessary for the treatment and protection of the Mare and/or foal at side. Such veterinary services shall be at Mare Owners expense and shall be paid upon presentation of the veterinarian's monthly billing statement. Breeding methods, including artificial Insemination, will be at the discretion of Stallion Owner and Stallion Manager. **MARES WILL BE PALPATED AND ULTRA-SOUNDED AT THE DISCRETION OF THE STALLION MANAGER'S DESIGNATED VETERINARIAN.**
- 6 All reasonable efforts will be made by the Stallion Manager to provide visiting Mares and foals with proper care for their health and safety. However, Stallion Owner and Stallion Manager shall not be liable for any loss or death, sickness, disease or injury suffered during the time Mare and/or foal are in the custody of the Stallion Manager. Mare Owner fully understands the Stallion Owner and Stallion Manager do not provide any public liability, accidental injury, theft or equine mortality insurance for the horses in the custody of the Stallion Manager and that all risks connected with the Stallion Service and boarding/care of the Mare and/or foal are to be borne solely by the Mare Owner. Neither the Stallion Owner nor Stallion Manager is responsible for notifying Mare Owner's insurance company in the event such notification is required by the terms of the Mare Owner's insurance policy. All terms and conditions of Mare Owner's insurance policies are the Mare Owner's responsibility.
- 7 Stallion Owner may at their sole discretion, show and promote Stallion during breeding season.
- 8 Stallion Owner retains sole and absolute authority to select where Stallion will stand at all times. It is agreed and understood that the Stallion Manager, operating as an independent contractor, provides boarding facilities and personnel; That the Stallion Owner not control the operation of the Stallion Manager. Therefore, Mare Owner shall indemnify, defend and save harmless Stallion Owner and Stallion Manager, its officers, directors, agents, Stallion Manager and Stallion from any and all claims for loss or damages for bodily injuries, including death, or loss of use of property (including horse), including third party tort liability, caused by negligent acts, omissions or willful misconduct by Stallion Manager.
- 9 Stallion Owner guarantees a return breeding the following season, either for said Mare or an approved substitute by Stallion Owner, shall a "live foal", (defined as one that has stood and nursed from a mare, or fed by hand for a period of twenty-four (24) hours), not result from this service, provided that within one week of the birth or abortion of such foal, the Stallion Owner is provided with a written certification by a licensed veterinarian that:
- a. *The Mare had been given the Rhinopneumontis vaccination series at 5, 7, and 9 months of this pregnancy; and*
- b. *The foal was not a "live foal" as defined herein, and that the death of the foal was not due to the negligence of the Mare Owner, the Mare Owners agents, or the employees thereof.*

- 10 Mares checked 'not in foal' shall be serviced during the same season unless it is agreed in writing by the Stallion Owner to Service the Mare the following season.
- a. All return breeding of mares not settled, or not delivering a 'live foal' (described above) from the previous season will be shipped semen, including farm breedings, except when an additional handling fee equivalent to the 2009 booking fee is paid for a breeding on the farm. (also applies to mares returning for a third season, shipped or on farm.)
- b. Mare Owner will still remain responsible for mare care, board, veterinarian fees and any other related charges.
- c. None of the aforementioned is refundable.
- 11 Stallion Owner will provide a "Color guarantee" (defined as a foal that is born with sufficient color to receive registration as per current rules with APHA registry) as follows:
- 12 All guaranteed privileges are automatically lost or forfeited if Mare is taken to any other stallion before coming back to Stallion for return Service.
- 13 Should Stallion become unable to service Mare due to injury, health, or should death of Stallion occur the stud fee shall be refunded.
- 14 Cooled Shipped Semen:
- a. Mare Owner must give Stallion Owner **24 hours notice** before semen will be shipped.
- b. Mare Owner is also responsible for all shipping fees(a visa or master card must be given before semen will be shipped to ensure that all shipping fees will be paid in full) and will be required to pay **\$35.00** for the purchase of the shipping container (Equine Express II). The container must be returned if further Shipments are needed or an Equitainer can be requested which will require a **\$250.00** refundable deposit (which must be held on a visa or master card). A late fee of **\$10.00** per day will be charged for Equitainers not returned within 5 days of receipt. **Any shipping fee's not paid within 30 days will be charged to the visa or master card provided .**
- c. Semen will be collected and shipped out Monday thru Friday. Special circumstances will be considered (such as shipping on Weekends or Holidays) if possible. Counter to counter delivery is available at an extra fee of **\$350.00**.
- 15 In the event that it may be necessary for Stallion Owner or Stallion Manager to employ an attorney to enforce the terms and conditions of this Agreement, or as a result of Mare Owners Breach, Mare Owner agrees to pay all reasonable attorney fees, arbitration and/or court cost expended by Stallion Owner or Stallion Manager through and including the execution of any judgment.
- 16 Any legal action regarding this agreement or the service of Mare shall be commenced in Island County Washington.
- 17 This agreement including all attachments, exhibits, and documents identified, and incorporated herein by reference, constitutes the complete and exclusive statement of the terms and conditions of the between the Stallion Owner, Stallion Manager, and Mare Owner and it supersedes all prior representations, understandings and communications.
- 18 Any attempted assignment of this agreement without the express written consent of Stallion Owner and Mare Owner shall be void.
- 19 In the event any section, paragraph, sentence clause, or phrase contained in the agreement documents shall be determined, declared or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable such determination, declaration, or adjudication in no manner affects the other sections and paragraphs.

20. Additional agreements or changes should be individually initialed by each party.
Describe below. If none initial here. _____

Must give credit card number only if shipping semen

Visa () or Master card ()

Name of cardholder _____

Card number _____ Expiration Date _____

Signature of Cardholder _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement as
of _____ in the County of Island, State of Washington.

Stallion Owner: _____

Signature of Mare Owner or Agent: _____

Accepted by Mare Owner

Please print Mare Owners name as it appears on registration papers

name _____

street address _____

_____ city state zip

Telephone _____

ATTENTION TO ALL MARE OWNERS:
Please provide a copy of registration papers

MOONVIEW MEADOWS, INC.
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Freeland, WA 98249

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2009 BREEDING SEASON WILL BEGIN ON FEB. 15th