

B&W Quarter Horse, LLC

1876 Fair Rd

Abilene, KS 67410

All inquiries to: Casey West (785) 479-6817

2011 Stallion Service Contract

This agreement is hereby made by and between B&W Quarter Horse, LLC, hereinafter referred to as

“B&W” and _____ hereinafter referred to as “Mare Owner.” Whereas B&W stands the stallion, **MANY GRINGO PESOS, APHA #242,167**, hereinafter referred to as “Stallion” and whereas the Mare Owner wishes to breed the mare:

_____ APHA# _____ AQHA# _____,
Other# _____ hereinafter referred to as “Mare” to the Stallion, and NOW THEREFORE, it is mutually understood and agreed by B&W and Mare Owner as follows:

1. Breeding Fee: Upon acceptance of this Contract B&W reserves for Mare Owner a breeding service for Mare during the 2008 season (2/01/11-6/15/11) to Stallion for one (1) resulting foal. In consideration of the reservation, a non-refundable booking fee in the amount of **\$150.00** shall accompany this Contract. This booking fee amount shall be applied against the breeding fee of **\$450.00** for the Stallion, which Mare Owner agrees will be charged when Mare arrives.

2. On Farm Breeding:

a) Requirements: Mare must be halter broke and free from communicable disease and illness. Mare must be current on deworming and immunizations for Strangles, Equine Influenza, Rhinopneumonitis, Tetanus, and Sleeping Sickness. Mare **must** have a current negative uterine culture.

b) Authorization to Service: Mare owner agrees B&W may authorize a licensed veterinarian to check Mare for normal breeding conditions and perform such other veterinary services, including but not limited to: a uterine culture, and breeding method deemed necessary to provide an optimum condition for conception, and for the treatment and protection of the Mare and/or foal at side. If, however, Mare does not conceive, B&W shall be held harmless. Mare owner agrees B&W may request a farrier to perform routine care for Mare as deemed necessary. Such veterinary and farrier services shall be at Mare Owner’s expense and shall be paid upon presentation of the charges; all charges must be paid in full prior to release of Mare.

c) Charges: Mare Care **\$14.00** per day (wet) / **\$12.00** per day (dry) / **\$25.00** per insemination.

d) Agreement to Pay: Mare Owner agrees to pay all B&W charges promptly. All invoices will be sent on the 1st of the month and are due upon receipt. A late fee of \$100.00 will be assessed on all accounts that are not paid in full by the 15th of the month, regardless of postmark. All services will be restricted for delinquent accounts as of the 25th of the month and a 2% surcharge will be added to all accounts thirty days past due. No mare will be released until all charges are paid in full to B&W pursuant to this Contract. Mare Owner hereby grants to B&W a lien on Mare and foal produced by this Agreement to further secure any sums due hereunder, and agrees that a copy of this Contract may be filed or recorded by B&W in lieu of a UCC Financing Statement.

e) Mare Departure: Mare Owner must schedule with B&W the Mare’s departure **A Minimum of 48 Hours** in advance to allow B&W sufficient time to prepare a final invoice of charges.

3. Substitution: Any mare substitution requested by Mare Owner will be permitted only if agreed to in writing by B&W and, if allowed, will incur an additional booking fee of **\$200.00**, all fees for transported cooled semen shipments, board, veterinary charges, and any other related charges will apply.

Contract for Mare: _____

Mare Owner initial: _____

4. Live Foal Guarantee: If Mare fails to conceive, aborts the foal, dies or the foal dies within twenty-four (24) hours of birth, B&W guarantees a return breeding in the 2012 breeding season only, provided that within one week of birth or abortion of said foal or death of Mare, B&W is provided written certification by a licensed veterinarian that the foal was not a "live foal" and that the death of the foal and/or Mare was not due to the negligence of Mare Owner, Mare Owner's agents or the employees thereof. A chute fee of **\$200.00** plus 2012 fees for transported cooled semen shipments, board, veterinary charges, and any other related charges will apply.

5. Live Color Foal Guarantee for Color Breeders: B&W will provide a live colored foal (defined as a foal that is born with sufficient white markings to receive regular registration as per current rules with the APHA registry) guarantee as follows:

a) If resulting foal has insufficient white markings as described above, B&W guarantees a return breeding in the 2012 season only, for the same Mare to the same Stallion. No live foal or color guarantee will apply on any color guarantee rebreed.

b) Mare Owner to provide B&W with photographs showing all areas of said foal and Mare and foal together. Should said foal ever be granted regular registration with APHA, regardless of ownership of Mare or said foal, Mare Owner at time of stallion service will pay B&W the balance of the 2011 breeding fee due immediately upon registration of said foal.

c) A chute fee of **\$200.00** plus 2012 fees for transported cooled semen shipments, board, veterinary charges, and any other related charges will apply.

6. Re-breed Qualification: All guaranteed privileges are automatically lost or forfeited if Mare is taken to any other stallion before coming back to Stallion for return service.

7. Death or Unfit for Service of Servicing Stallion: Should the servicing stallion die or become unfit for service, B&W is released from all return service obligations outline in this document.

8. Breeders Certificate: A Breeders Certificate will be furnished to Mare Owner by B&W upon notification of the birth of a live foal conceived by this service if and only if all charges incurred by Mare Owner have been paid in full. No certificate will be issued until any unpaid charges, including any late fee and service charges for past-due balances, are paid in full which include, but are not limited to, the breeding fee, transported cooled semen shipment fees, and veterinary and farrier service fees.

9. Captions and Heading: Captions and heading through out this Contract are for convenience of reference only and shall in no way be deemed to define, limit or add to any provisions of this Agreement.

10. Assignment: Any assignment or transfer of this Agreement is strictly prohibited.

11. Governing Law: This Contract will be governed by, and construed in accordance with, the laws of the State of Kansas. The parties hereto agree, and each hereby submits to, the appropriate jurisdiction with the State of Kansas with respect to any legal proceeding resulting from this Contract. In the event that it may be necessary for B&W to employ an attorney to enforce the terms and conditions of this Contract, or as a result of Mare Owner's breach, Mare Owner agrees to pay all attorney fees, arbitration and/or court costs expended by B&W through and including the execution of any judgment. This Contract, 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 Contract between B&W and Mare Owner, and it supersedes all prior representations, understandings and communications. In the event any section, paragraph, sentence, clause or phrase contained in the Contract 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.

12. Credit Card Payment: Mare Owner may pay aforementioned fees with Visa or MasterCard. Charges will be made against the credit card when appropriate as outlined in the Agreement and will be billed to the cardholder, provided the necessary information is shown below, in its entirety: **(There will be a 2% surcharge on all credit card transactions).**

Contract for Mare: _____

Mare Owner initial: _____

Credit Card Authorization: **(must initial appropriate one)** Breeding Fee ___ Shipped Semen Fee ___
B&W Invoices___

Cardholder Name (as printed on card): _____
(Print Name)

Type of card: ___ Visa ___ MC

Card Number: _____ - _____ - _____ - _____ Expiration date: _____

Card Invoices are sent to:

(Address) (City) (State) (Zip)

Cardholder Phone: _____

Cardholder Signature: _____

13. Acceptance: By signing, Mare Owner's signature attest to the fact that the Mare Owner has read and understands all of the outlined herein and accepts this Contract, in its entirety, as a legal and binding instrument in the State of Kansas.

MARE OWNER:

Signature of Mare Owner Date

Print Name

Address

City State Zip

Cell: _____ - _____ - _____ Res: _____ - _____ - _____ Bus: _____ - _____ - _____ Fax: _____ - _____ - _____

E-mail

Contract for Mare: _____

Mare Owner initial: _____