

Hawk Stables
2010 Stallion Service Contract
Bar Top Sailor

This agreement is by and between Hawk Stables, hereinafter referred to as Stallion Owner and _____, hereinafter referred to as Mare Owner. Stallion Owner hereby agrees to breed the Quarter Horse Stallion, Bar Top Sailor (AQHA #3745526), to the MARE, _____, BREED _____, REGISTRATION NUMBER _____, which is owned or leased by Mare Owner during the 2010 breeding season.

A stud fee of \$800.00 will be charged. This includes a non-refundable chute/booking fee of \$150.00. The chute/booking fee is due upon the signing of this contract. The remaining amount of \$650.00 is due when mare leaves the farm or prior to the shipment of semen. Mares that are bred at the farm must have a current, negative Coggins test. A photostatic copy of the registration papers (both sides) and a current, negative Coggins test (for farm bred mares) shall accompany the signed contract. Stallion Owner reserves the right to refuse any mare.

1. Mare Owner shall pay for any veterinary expenses deemed necessary for the mare's care and/or breeding.
2. Stallion Owner will exercise reasonable effort to settle the mare and use good judgment in her care and supervision. Stallion Owner shall assume no liability for a mare not breeding or a mare unable to conceive. Stallion Owner shall assume no liability for accident, illness or death of the mare and/or foal.
3. Stallion Owner guarantees a live foal from the above mating. A live foal is defined as one who lives a minimum of 24 hours after birth. This guarantee applies only if the Stallion Owner is notified of the death of the foal within one week, and such notice must be accompanied by a statement from a licensed veterinarian stating the probable cause. Stallion Owner agrees to rebreed the mare during either the current or following breeding season. This rebreeding may be transferred to another mare by mutual agreement of the Mare and Stallion owners. The chute/booking fee of \$150.00 is applicable for all rebreeds.
4. Should the stallion become unable to fulfill the terms of this agreement due to death, illness, injury, or sale, this contract is null and void. Moneys paid for chute/booking fee and breeding fees will be returned, but board and other expenses will be borne by the Mare Owner.
5. For farm breedings, the following boarding fees apply: \$8.00 dry in pasture; \$10.00 dry in stall or wet in pasture; and \$12.00 wet in stall. All costs for board, farrier, veterinarian, and other expenses for care, maintenance and/or breeding must be paid before the mare leaves the custody of the Stallion Owner.
6. Stallion Owner will execute all documents necessary for AQHA breed registry. A breeder's certificate will be issued to the Mare Owner upon notification to the Stallion Owner of the foal's birth, provided that all monies owed are paid to the Stallion Owner. For mares being bred with cooled transported semen, the Mare Owner shall complete the AQHA Insemination Certification (to be provided by Stallion Owner with the shipment) and return the designated copies to AQHA and the Stallion Owner within the time period specified on the form and per AQHA rules.

7. For mares being bred with cooled transported semen, the stallion service fee includes collection of the first shipment of semen. A processing and handling fee of \$75.00 is added to cover processing, packaging and shipment costs. Additional shipments will be charged at a flat rate of \$200.00, including collection, processing, packaging and shipment costs. The shipping cost includes regular overnight delivery via Federal Express. Collection days will be Mondays, Wednesdays, and Fridays. A request for shipment of cooled transported semen must be received verbally no later than 10:00 a.m. eastern time on the day the collection is scheduled to take place.

8. This contract cannot be assigned or transferred unless agreed to in writing by the Stallion Owner. Should the Mare Owner breach this agreement, payment of reasonable attorney's fees, court cost and/or other collection expenses shall be the responsibility of the Mare Owner. This contract is being executed in Morgan County, Georgia and is bound by the laws of the State of Georgia and Morgan County.

I hereby agree to the terms stated above and accept this breeding contract it its entirety.

Stallion Owner:

Mare Owner:

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Address: _____

City/State/Zip: _____

Phone: _____