

HARRIS PAINTS STALLION STATION

**27720 Possum Hill Road
Federalsburg, Md. 21632
(410) 754-9566**

FAX: (410) 754-8411

email: harrispainthorses@gmail.com

www.thefraternitypan.com

www.fourstarzrobbo.com

2015 BOOKING CONTRACT

STALLION: _____ **Four Starz Robbo** _____ **The Fraternity Pan** **STUD FEE: \$1,000.00**

MARE INFORMATION:

Name: _____ Year Foaled: _____ Tattoo: _____

Sire: _____ Dam: _____ Sire of Dam: _____

Record: _____ Earnings: _____

OWNER INFORMATION:

Name: _____ Day Phone: _____

Address: _____ Cell Phone: _____

City: _____ Evening Phone: _____

State/Zip: _____ Fax: _____

Email: _____

MARE'S BREEDING RECORD:

Mare is: (please circle one) Maiden Barren In Foal Last Breeding Date: _____

Was Mare Bred in 2014? _____ Stallion: _____ Results: _____

How will mare be bred? _____ Semen Pick up _____ Trailer bred _____ On Farm

_____ Fed Ex If shipping via FedEx please list FedEx Account No. _____

(If no account number, collections will be billed at a flat rate of \$250/collection which includes FedEx Fee)

ADDRESS SEMEN IS TO BE SHIPPED TO:

Contact: _____ Farm: _____

Address: _____

Phone: _____ Email: _____

TERMS

1. STALLION SERVICE FEE: Mare Owner agrees to pay in full the stallion service fee immediately upon the birth of a live foal. (A live foal is one that is able to stand and nurse unassisted.) Notification must be made to Stallion Manager within 48 hours after time of foaling or aborting, that mare did not produce a live foal. A certified veterinarian's statement must be received within 14 days of said mare's foaling or aborting. Checks should be made payable to Kelley Rogers and mailed to the stallion manager at the above address.

In order to secure payment of agreed upon stud fee, the MARE OWNER hereby consents that Stallion Owner, Kelley Rogers and Stallion Manager, Harris Paints Stallion Station, shall have a "Lien on Livestock" or security interest on the mare and any foal resulting from the service for any outstanding or unpaid charges due, but not limited to the stud fee, boarding charges, semen processing or shipping fees, medication and/or veterinary services, whether or not the mare or foal are at Harris Paints Stallion Station. The MARE OWNER further consents to pay for all attorney's fees incurred by Harris Paints Stallion Station and/or Kelley Rogers in the event counsel is retained to collect any outstanding balance due under this contract. Mating certificates will not be released until two weeks after payment has cleared, unless payment is made through cashiers check, credit card, or wire transfer. Any payments made by credit card are subject to a 3% processing fee.

2. BOARD: Mare owner shall pay to Stallion Manager the board rate in the amount of \$15.00 per day for mares without foals. The board rate for mares with foals at their side is \$17.00 per day. ALL BOARD AND OTHER BILLS

SHALL BE PAID IN FULL BEFORE MARE DEPARTS PREMISES.

3. **VETERINARY EXPENSES:** If said mare has not been cultured within 90 days of the delivery to farm, Mare Owner agrees to said mare being examined, cultured and treated, if infected, by the qualified large animal veterinarian serving Stallion Manager. Mare owner grants permission to Stallion Manager to have aforesaid veterinarian treat mare for anything that would insure her well being, i.e. worming, treatment of infections, preventative measures, colic, etc. Mare Owner also agrees to permit said veterinarian to pregnancy check mare. In the event of illness or accidental injury, Stallion Manager will make every effort to contact mare owner prior to treatment. Mare Owner hereby agrees to promptly reimburse Stallion Manager in full for any and all veterinary expenses incurred for the above mare, before the above mare leaves Stallion Manager's premises. Any other expense incurred by said mare shall be the obligation of the Mare Owner, and reimbursement is to be made to Stallion Manager in full. Any veterinary expenses paid by credit card will be subject to a 3% processing fee.

4. **LIABILITY:** During the time that said mare shall be in the custody of Stallion Manager, Stallion Manager and/or Stallion Owners shall not be liable for any sickness, disease, injury or death which may be suffered by mare or her foal. All necessary precautions will be taken to insure said mare and foal's well being. It is Mare Owner's duty and responsibility to warn Stallion Manager if mare has vicious propensities. If Stallion Manager is not so warned of such vicious propensities then the Mare Owner is to be held liable for any injury or damages caused by said mare..

5. **TRANSFERABILITY:** UNLESS OTHERWISE WAIVED IN WRITING BY THE STALLION MANAGER WITHIN 30 DAYS FROM THE DATE OF THIS CONTRACT, THE SERVICE FEE IS DUE AND PAYABLE IMMEDIATELY IF THE MARE IS LEASED OR OFFERED FOR SALE OR IF THERE IS A CHANGE IN OWNERSHIP OF THE MARE. IF MARE GOES TO AUCTION, STUD FEES MUST BE PAID PRIOR TO SALE AND SAID FEES ARE NON REFUNDABLE. This contract cannot be sold for the use on another mare.

6. **SHIPPED SEMEN:** Semen may be picked up at the farm at the rate of \$175.00, or transported to mare owner by overnight FED EX. If a Fed Ex account number is not provided by the mare owner, the fees for collecting, processing and shipping semen are billed at the rate of \$275.00 per shipment. If Mare Owner provides a Fed Ex Account number, the charge for collection and processing semen is charged at \$175.00 per shipment. Fed Ex fees will be charged to the mare owner's account. Any extra fees charged by FedEx for Saturday delivery or early a.m. delivery (if requested) are the responsibility of the mare owner. Same day counter to counter shipments via the airlines are available at the following rates: U.S. Airlines - \$350.00. Delta - \$375.00 (Said fees cover the expense collecting, processing, shipping of semen by airlines and Stallion Manager's courier service expense for travel to and from the airport). ALL COLLECTION/PROCESSING FEES ARE DUE UPON SERVICE.

7. **REQUESTS FOR SHIPMENT:** Mare Owner should notify Stallion Manager (by telephone) **NO LATER THAN 9:30 A.M. EASTERN TIME.** Requests for shipments received after 9:30 a.m. Eastern Time may not be processed as we begin collections promptly at 9:00 a.m. Requests for semen shipments are to be received by **telephone only.** Collection days are Monday, Wednesday, Friday and Saturday.

8. **RETURNED CHECK POLICY:** In the event Mare Owner's check is returned for insufficient funds, Mare Owner is responsible for a returned check fee in the amount of \$50.00. Reimbursement to cover said returned check and returned check fee must be made by money order, cashier's or certified check or by credit card.

9. **ON THE FARM BREEDINGS:** In the event mare is sent to Harris Paints Stallion Station for breeding, Mare Owner will pay a mare management/collection fee in the amount of \$275, per cycle. Said fee will cover multiple collections and inseminations per cycle.

THIS AGREEMENT shall be considered a contract between Mare Owner and Harris Paints Stallion Station and/or Kelley Rogers, Stallion owner, and shall be governed by the laws of the State of Maryland.

I have read and agree to the terms and conditions listed above:

Approved by Harris Paints Stallion Station

MARE OWNER'S SIGNATURE:

By: _____
Date: _____
