

STALLION SERVICE CONTRACT

Bob Miller dba B-Bar-C Quarter Horses
2504 Bayfield Road, Muscatine, IA 52761
1-563-263-7262

Date: _____

1. I the undersigned owner/lessee/authorized agent do hereby agree to breed my mare, named: _____ Reg. # _____ to the stallion _____ standing at B-Bar-C Quarterhorses, Muscatine, Iowa for the _____ season and to pay Bob Miller at Muscatine, Iowa, the sum of _____, plus board and expenses as stated below. Of this amount, a booking fee of _____ is payable with this contract, and the balance of _____, plus all unpaid board and expenses will be paid when my mare is picked up providing she has been pronounced with foal. If at this time she has not been pronounced with foal, then only the board and expenses must be paid. The booking fee, however, shall be non-refundable, except as provided in paragraph #3 below. The booking fee shall, however, in the event my mare is not pronounced in foal by the end of the _____ breeding season as stated in paragraph #2 below, entitles me to rebreed her to the above named stallion during and only in the _____ breeding season, except as provided in paragraphs #3(1) and #3(b).
2. B-Bar-C also agrees to diligently try to settle my mare up to and including July 1st, unless otherwise arranged at the time of signing of this contract. I further agree to provide the above mare to you in reproductively sound condition with a Negative Coggins Test for Equine Infectious Anemia (if my mare is entering the stud from outside the state of Iowa) and to give you ample opportunity to settle her (having her duration of stay at Muscatine be the above noted end of the breeding season or until certified in foal by your veterinarian). If however, for any reason she does not settle, I will hold you harmless. I understand that if my mare is to be rebred in the _____ season and I fail to deliver her for breeding that year, then any and all fees paid shall not be refundable and this contract is thereby cancelled.
3. (a). It is further agreed that should the above named stallion die or become unfit for service before my mare proves to be in foal by the last possible contractual date of breeding (that being _____) then at the option of the stallion owner this contract will thereby be cancelled and any and all of the _____ stallion fee will be refunded to me or another stallion of equal genetic merit (as stated by the stallion owner) may be substituted to fulfill the requirements as stated within this contract.

(b). It is further agreed that should my mare die or become reproductively unsound and unfit to breed (notice must be accompanied by a statement from a licensed veterinarian), then at the option of the stallion owner this contract will be cancelled and any and all of the _____ stallion service fee will be refunded to me or I will be given the opportunity to substitute another mare under all other requirements of this contract.
4. It is my understanding that you will not be responsible for accident, sickness or death to my mare or colt, whether from fire, flood, theft, act of God, or any other reason, and that you will exercise your judgement in caring and supervising for them. I will likewise not be responsible for any disease, accident or injury to your stallions or mares for any reason. In the event of any injury or death to my animal(s), I will look to my own insurance and in the event that anyone shall assert a cause of action against you on account of any injury or death to my horses, then in such event I agree to hold you harmless from any such cause of action including the cost of defending same.

5. It is agreeable for you, the employees of B-Bar-C and/or your veterinarian to check my mare for normal breeding conditions, and to perform such other veterinary services as you deem necessary at my expense. This includes worming, treating for infections, preventive measure, original examinations, daily palpations, pregnancy checking and ultrasound pregnancy examination.
6. I agree that this contract is not assignable or transferable to any other person, party or mare, unless as stated in paragraph #3(b).
7. I agree to furnish a copy of this mare's registration certificate or a photostatic copy of front and back thereof (as required by the AQHA), with this contract and also agree that an AQHA breeders certificate will be issued to me upon my notification to Bob Miller dba B-Bar-C Quarterhorses of the birth of my foal.
8. All accounts are due upon billing. There will be a finance charge of 1.8% per month computed from the original billing date for delinquent accounts.
9. It is agreed that if it should become necessary for you or someone on your behalf, to incur costs and expenses to retain the services of an attorney and/or to pay legal fees and/or court costs to enforce this agreement or any portion thereof, I hereby agree to pay reasonable cost and attorney's fees thereby expended.
10. It is expressly agreed that this contract is governed by the Laws of Iowa and performable in Muscatine County, Iowa and venue for any action shall be in Muscatine County, Iowa.

Signature: _____

Printed Name: _____

Address: _____

Phone Number: _____

Animals Insured: _____ Yes _____ No

If yes, persons and number to contact: _____

Other fees: Board \$ _____ per day (mare and colt)

Veterinarian and other expenses as necessary.

Approved and agreed to: Bob Miller dba B-Bar-C Quarterhorses

By: _____