

Oasis Ranch, Inc.

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Stallion Service Contract

Name and Number of Mare: _____

Name of Stallion: _____

- Breeding Privilege.** Mare Owner does hereby agree to breed the mare identified above ("Mare") to the stallion identified above ("Stallion") for the _____ breeding season. The stallion service fee is \$_____, which includes a non-refundable booking fee of \$500.00 payable with this contract. The balance, plus all unpaid board and expenses, must be paid before the Mare leaves the ranch. Mare Owner agrees that upon signing this contract that it becomes a binding contract, subject to the terms and conditions herein.
- Breeding Season.** Oasis Ranch, Inc. has reserved one breeding season in _____ to the Stallion for cover of the Mare. Breeding Season begins February 1st and ends July 15th.
- Charges.** Mare care charges, veterinary fees, farrier charges, or other services are payable at the end of each month. The unpaid balance of each account is due and payable within ten (10) days following receipt of statement. Mare Owner agrees to reimburse Oasis Ranch, Inc. for all such expenses incurred on behalf of Mare and foal within 30 days. Any unpaid fees and expenses shall bear the interest rate of eighteen percent (18%) per annum until paid. Any past due account which shall not be paid within thirty (30) days of billing shall be subject to collection action, including placing the account in the hands of an attorney. Mare Owner agrees to pay all costs of collection, including charges, expenses, attorney fees and related costs which shall be incurred in the collection of his balance. Veterinarian fees must be paid in a timely manner or veterinarian may refuse to work on Mare. Mare Owner agrees that any and all such bills, incurred on Mare Owner's behalf, not paid within 60 days of billing date shall automatically void any and all obligations of Stallion Owner, including live foal guarantee and any rebreeding privileges; and all fees, including the above mentioned Stallion Fee, and applicable finance charges, shall be immediately due and payable. Any "bad checks" or credit card "charge backs" will void any and all Stallion Owner obligations including, but not limited to, live foal guarantees and rebreeding privileges. In any event, all such expenses owed by Mare Owner shall be paid before the Mare or foal leaves the ranch.
- Return Breeding Right.** Oasis Ranch, Inc. guarantees a live foal only if Mare is examined by a licensed equine veterinarian 30 days after the last breeding date and Oasis Ranch, Inc. is notified of her pregnancy status at that time. A live foal is one that will stand and nurse unassisted. Should the Mare abort or the foal be born dead, Oasis Ranch, Inc. should be notified within 48 hours and a veterinarian's certificate shall be delivered to Oasis Ranch, Inc. within 20 days or the live foal guarantee is null and void. In the event no live foal results from the breeding, Mare Owner has the option of breeding the Mare the following breeding season ONLY, on the same terms and conditions set forth herein. Oasis Ranch, Inc. may require the breeding to be performed at Oasis Ranch, Inc. rather than through shipped semen. In lieu of this rebreeding privilege, Oasis Ranch, Inc. may, at their sole discretion, elect to refund the stallion service fee less the booking fee. A non-refundable rebreed fee of \$500.00 will be assessed on all return breedings. Unless agreed to in writing and included in this contract, any mare leaving the ranch prior to being checked in foal will be considered a rebreed when returning. Unless otherwise agreed to in writing, all guarantee privileges are automatically lost and forfeited if Mare: is bred to any other stallion before being bred back to the Stallion, if the Mare Owner fails to deliver the Mare for rebreeding the following breeding season, if the Mare is sold or otherwise disposed of prior to the birth of the foal, or if Mare Owner should remove the mare from the ranch without all fees and expenses being paid in full, including veterinarian fees.
- Conditions.** Mare Owner whose signature appears below warrants that it is the owner of record, lessee, or authorized agent of the above named Mare. Mare Owner represents to Stallion Manager that Mare is in sound breeding condition, safe to handle, and meets all health requirements. Mare Owner agrees to provide a copy of registration papers with this Agreement. Mare Owner agrees to the Mare being examined and treated, if necessary as determined by Stallion Manager in the exercise of Stallion Manager's judgment, by the veterinarian serving Stallion Manager. Mare Owner specifically agrees to permit said veterinarian to pregnancy check said Mare. All veterinarian fees and costs shall be at Mare Owner's sole cost and expense. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry/registries and will pay all associated fees or expenses.
- No Warranty.** While every effort will be made to settle Mare, Stallion Owner, and Oasis Ranch make no warranties, express or implied, with respect to the health, condition and fertility of the Stallion during the course of Breeding Season and specifically does not warrant the merchantability or fitness for any purpose during the course of the breeding season purchased under this agreement. Further, Stallion Owner makes no other warranties.
- Waiver of Liability.** Mare Owner agrees Stallion Owner, Oasis Ranch, Inc. or anyone associated with Oasis Ranch, Inc. shall not be responsible for any disease, injury, death, theft, or accident to the Mare (and foal, if any). Mare Owner agrees to hold Stallion Owner and Stallion Manager harmless if Mare does not settle. Mare Owner agrees that Mare Owner will be solely responsible for all acts and behavior of Mare and/or foal at all times while this agreement is in effect. Mare Owner agrees to hold harmless and release Stallion Owner, Pete Bowling, Marilyn Mowry Bowling, Oasis Ranch, Inc. and anyone associated with Oasis Ranch, Inc. from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of being on the premises of Oasis Ranch, Inc. (unless Stallion Owner or Oasis Ranch, Inc. caused the injury, damage, or loss intentionally or in reckless disregard for the safety of Mare Owner).
- Certificates And Substitutions.** Breeder's Certificates will be issued when Oasis Ranch, Inc. has been notified Mare has foaled and all bills incurred by Mare Owner have been paid. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry/registries and will pay all associated fees or expenses. All associated fees or expenses related to foal nominations, including, but not limited to, the AQHA Incentive Fund, Breeder's Invitational, and NRBC are the responsibility of the Mare Owner. If the Mare dies, or becomes unfit for breeding, the Mare Owner may return the following breeding season ONLY with a substitute mare approved by Oasis Ranch, Inc. under same terms and conditions set forth herein.
- Entire Agreement/Governing Laws/Venue.** This agreement contains the entire agreement between the parties and may be amended only in writing signed by each of the parties. Mare Owner agrees and acknowledges that Stallion Manager has the lien rights for payment of all said expenses and services as provided by California Civil Code Sections 3062-3064. Mare Owner agrees that this contract shall be construed, governed, and interpreted by and in accordance with the internal laws of the State of California. Mare Owner further agrees that if any action or arbitration is brought to enforce or interpret the terms of this contract, the proper place of venue shall be Sacramento County, California. Mare Owner further agrees that should civil action be commenced between the parties of this contract, the prevailing party shall be entitled, in addition to any other relief that may be granted, to reasonable attorneys' fees and disbursements as determined by a court of competent jurisdiction. If any provision of this contract is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remaining provisions of this contract shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- Miscellaneous.** This contract is non-assignable and non-transferable. Notwithstanding any other part of this contract, Mare Owner further acknowledges that should the Stallion die or become unfit for service after the Mare is pronounced safely in foal, Stallion Owner/Stallion Manager shall not be in breach of this contract and is released from all further responsibility. Mare Owner further agrees that should stallion die or become permanently unfit for service, any monies paid toward Stallion Fee, less non-refundable booking fee and any non-refundable rebreed fees, shall be refunded to Mare Owner for any Mare that is not settled and qualifies for rebreeding privileges, thereby releasing Stallion Owner from all further responsibility.

Stallion Owner/Stallion Manager (agent): _____ Date _____

Mare Owner Signature: _____ Date _____

Mare Owner as listed on Registration Papers: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Evening Phone: _____ Fax: _____

Email, Cell Phone or additional information: _____

Approximate arrival date: _____

Emergency Information:

Amount to spend: _____ Insured: (please circle one) YES / NO

Insurance Company: _____ Contact: _____

Policy Number: _____ Phone Number: _____