

**Stallion Service Contract**  
**2009 Breeding Season (February 1 through June 15)**  
**The Ultimate Fancy, APHA # 00474329 & AQHA # 4618116**

This agreement for the breeding season of 2009 is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between The Tuf Partnership, herein referred to as Breeder, and \_\_\_\_\_ herein referred to as Mare Owner.

Mare Owner agrees to breed the mare \_\_\_\_\_ to the stallion The Ultimate Fancy, APHA #00474329 & AQHA #4618116, for the fee of One Thousand two hundred fifty dollars (\$1250.00), for a live foal, subject to the following conditions:

1. A booking fee of \$200 is payable with this contract and the unpaid balance of \$1050 is due and payable upon release of the mare. The booking fee is not refundable.
2. Board per day, mare owner check one:  
\_ \$15.00 per day for Wet Mare, \_ \$12.00 per day for Dry Mare.
3. Mare shall be halter broken and in a healthy and sound breeding condition. An examination of the mare may be made, at owner's expense, by our vet or breeding manager before breeding to ascertain that the mare is free of reproductive disorders and fit for breeding. In addition, mare owner shall provide upon arrival of mare:
  - A. Photostatic copy of the mare's registration papers.
  - B. Negative Coggins test within 6 months of breeding.
  - C. An immunization and worming record within 30 days of arrival or the following will be administered to mare and foal: Tetanus and sleeping sickness, fluvac, rhinopneumonitis shots and worming.
  - D. A breeding history of this mare, including any prior complications in conception or foaling.
4. If your mare and/or accompanying foal is insured, please provide the name and telephone number of insurance company \_\_\_\_\_ and telephone numbers \_\_\_\_\_
5. It is further agreed that should the above named stallion die, or becomes unfit for stallion service, or if the mare dies or becomes unfit to breed, then this contract shall become null and void, except that all accrued mare expenses shall remain due and owing.
6. All board and expenses will be paid monthly. The mare will not be released to the Mare Owner until such time as the stallion service fee, all veterinary expenses, board bills, and any other charges incurred on behalf of the mare have been paid in full by Mare Owner.
7. A breeder's certificate will be issued to mare owner herein upon notification of the birth of the foal and all bills on the mare have been paid.
8. Live foal guarantee: If the mare does not produce a live foal— a foal that stands and nurses without assistance— as a result of the breeding, the Breeder gives a live foal guarantee and, in lieu of all other obligations, will give a return breeding, subject to the following exceptions and qualifications.
  - A. If the mare is removed from the Breeder's premises without written certification of pregnancy by the Breeder's veterinarian, the live foal guarantee will be void, unless at the time of such removal the mare has been checked open by such veterinarian and the Breeder certifies in writing that further breeding efforts will not be made during this breeding season.
  - B. If the mare is checked pregnant by the stallion manager's veterinarian and later aborts or fails to produce a live foal, the live foal guarantee will be void unless the mare owner notifies the stallion owner by telephone or telegram within 72 hours after foaling or aborting and within seven days thereafter furnishes certificate by a licensed veterinarian substantiating the abortion or death of the foal and specifying the full particulars as to

- cause.
- C. If the mare is checked pregnant by the stallion manager's veterinarian but dies after leaving the stallion manger's premises the live foal guarantee will be void unless the mare owner notifies the stallion owner by telephone or telegram within 72 hours after the mares death and within seven days thereafter furnishes certificate by a licensed veterinarian substantiating the abortion or death of the foal and specifying the full particulars as to cause.
  - D. Breeder has the option to re-breed the mare the following year or refund any breeding fee, less booking fee, thereby canceling this contract.
9. Mare Owner agrees that neither the Breeder, The Tuf Partnership nor any of its agents, principles or employees shall be responsible for any disease, accident, sickness or death to Mare Owner's mare or foal, including consequential damages caused to the mare and/or foal; and mare owner understands that the breeder and its agents do not carry any insurance on the mares to be bred or their foals, for that is the mare owner's responsibility.
  10. Breeder agrees to diligently try to settle Owner's mare. Mare Owner agrees to give Breeder ample opportunity to settle mare (through at least two heat periods). If mare does not settle, Stallion Owner/Breeder shall be held totally harmless.
  11. The charge to foal-out your mare before the breeding will be \$300.00.
  12. The Tuf Partnership shall have Possessory lien on mare for all unpaid bills. Mare Owner shall be responsible for attorney's fee and court cost if necessary to collect fees due hereunder.
  13. This Contract is non-assignable and non-transferable, in the event the Mare is sold or otherwise disposed of prior to the birth of the foal, the "Live Foal Guarantee" will no longer be valid unless specific written consent or assignment is given to me prior to transfer of ownership.
  14. This Contract with additional agreements if applicable, represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written contract. This contract is entered into in the State of Kentucky and will be interpreted and enforced under the laws of that state. When the authorized representative of The Tuf Partnership signs and returns a copy of this offer, it becomes a binding contract of both parties, subject to the above terms and conditions.

Approved and Agreed to:

\_\_\_\_\_  
Mare Owner, Lessee or Authorized Agent

\_\_\_\_\_ on \_\_\_\_\_  
Tim Crager or Dana Crager or Lary Cowart  
Stallion Owners

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Home and Work Telephone Numbers

Please return to Cross Creek Farm, 92 Pecks Ridge Rd., Flemingsburg, Ky 41041  
606-849-3043/606-782-7864

CREDIT CARD AUTHORIZATION FORM

Date: \_\_\_\_\_

To: The Tuf Partnership

This is to verify that I, \_\_\_\_\_ authorize The Tuf Partnership to pay my account with the use of my Master Card/Visa credit card. The Tuf Partnership has not stamped my card, but will keep this letter and signature on file to verify authorization. The Tuf Partnership will only charge my statement upon my authorization.

Master Card OR Visa#:

Expiration date:

(CIRCLE ONE)

Name on credit card:

Signature:

Please return to Cross Creek Farm, 92 Pecks Ridge Rd., Flemingsburg, Ky 41041  
606-849-3043/606-782-7864