

DIAMOND J FARMS
3229 MEYER ROAD
NEEDVILLE, TX 77461
(979) 793-6002

STALLION SERVICE AGREEMENT

DATE _____

THIS AGREEMENT, made and entered into as of the year and date set out, by and between Joycelyn Kasmir, (hereinafter "Seller") and _____ whose address is _____ (hereinafter "Purchaser").

WITNESS, that for and in consideration of the premises, covenants and conditions set forth below, the parties agree as follows:

- 1. Purchase of Breeding Nomination.** Seller now sells, assigns and reserves a 20 _____, breeding nomination to the Thoroughbred Stallion, Country Side, to Purchaser, and Purchaser hereby buys said breeding nomination from Seller.
- 2. Mare to be Bred.** Purchaser agrees to breed the _____ (breed) broodmare, " _____ " to the Stallion during our set breeding season of **February 1st through May 15th, 20 _____**. The parties agree that no other mare may be substituted for the above named mare without the prior written consent of Seller. Prior to the breeding, Purchaser shall complete and present to Seller the Mare Information Sheet provided by Seller.
- 3. Stud Fee.** The stud fee shall be \$1,500 with a non-refundable booking fee of \$250.00 with balance of \$1,250 due September 1, of year bred.
- 4. Presentation of Mare.** Purchaser agrees that the Mare shall be healthy and in sound breeding condition upon presentation for breeding and Purchaser shall furnish a veterinary certificate to that effect along with the Mare Information Sheet to the Seller at that time. The Seller has the right to refuse to permit the breeding of the Stallion if and when, in her opinion such breeding would be detrimental to the health of the Stallion or safety of the attendants. In the event of such occurrence, Purchaser has the continuing duty to present the Mare as set forth herein.
- 5. Liquidated Damages.** SHOULD THE PURCHASER FAIL TO PRESENT THE MARE IN ESTROUS, HEALTHY AND IN SOUND BREEDING CONDITION DURING THE SET BREEDING SEASON, AND/OR FAIL TO PROVIDE THE REQUIRED NEGATIVE COGGINS REPORT, CLEAN UTERINE CLUTURE AND MARE INFORMATION SHEET, SO THAT THE MARE CANNOT BE BRED, OR SHOULD THE MARE BE BRED TO ANY OTHER STALLION IN THE SUBJECT BREEDING SEASON, PURCHASER SHALL BE IN DEFAULT THEREUNDER AND LIABLE TO SELLER FOR LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO THE STUD FEE, DUE AND PAYABLE ON THE DATE SET FORTH ABOVE FOR PAYMENT OF STUD FEE OR ON THE DATE THE MARE IS BRED TO ANOTHER STALLION, WHICHEVER OCCURS FIRST, UNLESS A RELEASE FROM THIS AGREEMENT HAS BEEN OBTAINED FROM SELLER IN WRITING.

6. **Live Foal Guarantee.** If, after the breeding and payment in full of the Stud Fee, the Mare proves barren, aborts or fails to produce a single live foal that can stand up alone and nurse, Seller will offer a return breeding to the mare, listed on this contract, during the Succeeding breeding season, Only, provided Purchaser must furnish a satisfactory veterinary certificate attesting to said occurrence with in 30 days of said occurrence. Should the Mare produce twins and Purchaser elects to register either or both of said twins, there shall be no return breeding. **HOWEVER, IF PAYMENT IN FULL IS MORE THAN THIRTY (30) DAYS IN ARREARS, THIS LIVE FOAL GUARANTEE SHALL BE CANCELED AND EXTINGUISHED AB INITIO AND PAYMENT SHALL BE IMMEDIATELY DUE REGARDLESS OF WHETHER OR NOT THE MARE PRODUCES A SINGLE LIVE FOAL THAT CAN STAND AND NURSE.** The Death, Sale, or Loss of Fertility of this Stallion, nullifies the Live Foal Guarantee.

7. **Non-assignability.** This contract shall not be assigned or transferred by Purchaser without the prior written permission of the Seller.

8. **Risk of Loss for Mare.** Seller shall not be liable or responsible for any accident, injury or disease incurred by the Mare and/or foal at side. Purchaser shall bear the risk of any injury or loss as to the Mare and/or foal at side.

9. **Binding.** THIS CONTRACT SHALL BE BINDING UNTIL A DUPLICATE SERVICE AGREEMENT, TO BE SIGNED BY PURCHASER UPON ARRIVAL, IS ON RECORD WITH THE SELLER.

10. **Representation.** Mare Owner represents that he is sole owner of the Mare " _____ " and that title is free and clear of any items or encumbrances.

11. The mare owner agrees to pay regular rates for board, farrier services, veterinary care, (including but not limited to all charges for palpating, ultrasounding, treating, or suturing of mare), while she is at DIAMOND J FARMS. **This Being Due At Time Of Mare Pick-Up.**

12. Seller may charge Mare Owner interest calculated at a monthly rate of 1 1/2% for any portion of the invoiced expenses not received by Seller on or before the date due. **NO BREEDERS CERTIFICATE WILL BE ISSUED UNTIL ALL ACCOUNTS ARE CURRENT.**

IN WITNESS WHEREOF, the parties hereto have affixed their hands as of the day and year below written.

Purchaser

Seller

Date

Date

DIAMOND J FARMS
3229 Meyer Road
Needville, TX 77461
(979) 793-6002

Greetings, and Thank You for your interest in our stallion Country Side. Enclosed you will find a Stallion Service Agreement form and a Mare Information Sheet. Please sign and retain the Stallion Service Agreement. This is your copy; you will be asked to sign a duplicate upon arrival. Please fill out the Mare Information Sheet and return it along with a copy of your mare's registration certificate, both sides, as soon as possible. It is acceptable to turn in the Mare Information sheet upon arrival, although, earlier delivery is preferred.

Thank you, again for choosing DIAMOND J FARMS and COUNTRY SIDE.

Sincerely,

Joycelyn Kasmir, Stallion Manager

Web Site: www.DiamondJFarms.com

Email: Diamondj@diamondjfarm.com