

Zippo's Legend
Reg. #527808
Foaled 1/18/94
15.1 Hands
Chute Fee: \$700.00



Papillon Ranch

7659 East County Line Road Longmont, Colorado 80504-8430
303-776-0528 Ranch 303-377-1001 Office 303-377-7884 Fax
Web site: www.papillonranch.com E-mail: Norb@papillonranch.com

Te Whizz
Reg. # 404963
Foaled 1/6/84
15.2 Hands
Booking Fee: \$500.00

The STALLION SERVICE CONTRACT for the breeding season of 2005 is made and entered into on this _____ day of _____, 2005, by and between **Papillon Ranch**, hereinafter designated Breeder, and _____, registration number _____, hereinafter designated Mare Owner. Mare Owner agrees to breed the mare _____, breed _____, registration number _____, to the stallion _____, breed and registration number _____, for the fee of \$ _____ .00 U.S. Dollars, live foal guarantee, subject to the following terms and conditions:

1. The stallion service fee includes a non-refundable booking fee of \$350.00 U.S. Dollars, payable with this contract, the balance of which must be paid with all other expenses when mare is picked up or when Mare Owner is invoiced, WHICHEVER IS FIRST. Invoices are payable upon receipt. Past due balances are subject to 1.5% interest monthly. Under no circumstances may Mare Owner remove mare from Breeder's possession until all expenses, including veterinary expenses, are paid in full unless other arrangements are made with the breeder.
2. Breeder agrees to provide suitable facilities for the care and feed of the mare and/or foal while in his custody. Mare Owner agrees to pay for care and feed at the rate of \$6.00 per day for covered run, dry mare; \$ 6.50 per day for covered run, wet mare; \$12.00 per day for dry barn mare; \$13.00 per day for wet barn mare. If a mare and/or foal is stalled for medical or health reasons, rate increase will be charged for said period of time. Year 'round mare care available at reduced rates, additional contract to apply. Mare Owner to initial desired location for mare: Covered Run _____ Heated Barn _____ Dry _____ Wet _____.
3. Breeder will exercise judgement consistent with recognized standards in care and supervision of mare and/or foal. Breeder assumes responsibility for arranging veterinarian and farrier services as necessary. Breeder's veterinarian will examine mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the mare and/or foal. All veterinarian and farrier service expenses will be paid by Mare Owner.
4. Mares that are not halter broken will not be accepted.
5. The mare shall be in a healthy and sound breeding condition, free from infectious, contagious or transmissible disease. Out-of-state mares require a current negative Coggins Test, or one will be run at Mare Owner's expense upon arrival. A photostat copy of registration papers (both sides), veterinarian's health certificate, and a worming and immunization record must accompany mare; if they do not, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. Breeder reserves the right to refuse mare if not in satisfactory condition. If mare is refused, the booking fee shall constitute liquidated damages.
6. Mare Owner agrees to pay \$250.00, to have mare foal on premises. All veterinarian expenses incurred in connection with the foaling shall be paid by Mare Owner.
7. Breeder agrees to diligently try to settle mare; however, if mare fails to settle for any reason, Mare Owner will hold breeder blameless. Mare Owner agrees to give Breeder ample time to settle mare. All open (non-maiden) mares should have a culture within 30 days prior to arrival at breeding farm, or Breeder will have mare cultured at Mare Owner's expense. All wet mares and previously cultured open mares after first cycle, are subject to in-house and/or veterinary lab uterine culturing. Positive in-house uterine cultures will be sent to Veterinarian's lab of choice for identification and susceptibility.
8. The contract contains a " GUARANTEE OF ONE LIVE FOAL." A live foal is described as one newborn foal which stands and nurses without assistance. If foal is born dead, there are return privileges for the 2006 season only, provided that Breeder is notified within 5 days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal," the mare should miscarry, abort or prove barren after leaving breeding farm, Mare Owner has the privilege to return mare for breeding during the current breeding season through June 15th, or the following year, 2006. Departure of mare from ranch to any US destination prior to the 30th day of pregnancy, or any foreign destination prior to the 60th day of pregnancy, will void Live Foal Guarantee.
9. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when stallion service fee and all other expenses have been paid in full, and when the mare has produced a live foal by this mating.
10. TRANSIENT MARES: Mares originating within a seventy-five mile radius of Papillon Ranch will be allowed to be bred on a transient basis by private treaty only. All expenses, including booking fee and balance of stallion service fee must be paid before mare can be removed from ranch. Mares bred off the trailer must have record of paid booking and stallion service fees in order to be inseminated or live covered.
11. Mare Owner has option to have foal halter broken for the fee of \$100.00. Halter breaking defined as ability of foal to walk quietly with a halter and lead. Mare Owner to initial here if the option is desired: _____. Any foal still on ranch upon 90 days of age will automatically be halter broken, with the Mare Owner being charged the fee.
12. Both parties agree that Papillon Ranch, the Breeder, their agents, employees, service people, and guests are not liable for death, sickness and/or accident including consequential damages caused to the mare and/or foal unless such death, sickness and/or accident was by the willful and wanton negligence of the Breeder, and the Mare Owner is not liable for the death, sickness and/or accident including consequential damages caused to the stallion.
13. It is further agreed that should the stallion die, be sold by the owner, or become unfit for service prior to settling the mare, that 100% of the stallion service fee will be refunded, if it has been paid in full, thereby cancelling this entire contract, or if mare dies or becomes unfit to breed before being pronounced in foal, the Breeder has the option to either (a) accept another mare according to the terms of paragraphs 4 and 5, as a replacement, or (b) refund 100% of the breeding fee, if it has already been paid in full, thereby canceling this entire Contract.
14. This Contract is non-assignable and non-transferable. The Mare Owner is responsible for all personal property taxes on mare. Breeder strongly recommends that Mare Owner carry full insurance on mare and/or foal. Insurance company, phone and policy number listed here:

15. This contract is entered into in the State of Colorado, and will be interpreted and enforced under the laws of that State. If any clause in this contract is against the state contract law, then that clause shall be null and void.
16. Additional conditions should be individually initialed by each party. If none, check box:
17. This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in the written Contract.

When Mare Owner and Breeder sign the Contract, it will be binding on both parties, subject to the above terms and conditions.

Breeder's (or authorized agent's) Signature

Papillon Ranch

Mare Owner's (or authorized agent's) Signature

Mare Owner's Address and Telephone Number

Age, color and markings of mare and foal

Booking fee of \$ _____ .00 received by _____ on _____, 2005.