

# **Borrego Star Leo**

## **Stallion Service Contract**

Stallion manager and mare owner agree to breed \_\_\_\_\_

REG # \_\_\_\_\_ to the stallion **Borrego Star Leo Reg # 4170898** for the

\_\_\_\_\_ (year) season for \$750.00. The contract will be based upon the following

terms and conditions.

1. The fee includes a non-refundable \$250.00 booking fee and \$500.00 payment for a total of \$750.00 and is payable at the time this contract is signed. The expenses will be paid within 30 days of billing. The balance of the fees will be paid in accordance with the signed agreement of payment of terms.

2. Sital Livestock, LLC, agrees to provide suitable facilities for the care and feeding of the mare with or without foal. Mare owner agrees to pay for care and feed at the rate of \$25.00 per day for dry mare, \$20.00 per day for wet mare. Should the mare owner want his/her mare to have more or different feed or stalls than what the breeder's facilities normally supplies, it will be up to the mare owner to arrange this with the breeder's facility. The price will be adjusted accordingly.

3. The mare should be healthy and in sound breeding condition. Free from infectious, contagious, or transmittable diseases. A current negative coggins test and a photo-copy of registration papers, both sides, will be required when mare is delivered. Mares that are not halter broken will not be accepted. Breeders/veterinarian reserves the right to refuse any mare. If the mare is refused, the booking fee shall constitute liquidated damages.

4. The contract contains a "live foal guarantee." A live foal is described as a newborn foal, which stands and nurses without assistance. If the foal is born dead, there are return privileges for the following year. Sital Livestock, LLC, needs to be notified within a 24-hour period following the birth of the foal, and needs to receive a veterinarian's certificate confirming an acceptable cause of death.

5. A "Breeder's Certificate" will be issued for the foal, conceived by this mating under these conditions: 1) The stallion fee and all other expenses are paid in full; 2) Mare has produced a live foal by this mating.

6. In the event that the stallion should die or become unfit for breeding purposes, or if the mare should die or become unfit to breed, this contract shall terminate and any money paid on the stallion fee, excluding the booking fee, shall be refunded to the mare owner.

7. Shipped semen: Prior to shipment the mare owner must pay the following: 1) Booking fee of \$250.00; 2) Balance of the stud fee of \$500.00 (\$750.00 total); 3) Equitainer deposit of \$150.00; 4) \$250.00 for the collection and shipment of the semen.

8. The equitainer should be returned to the veterinarian/breeder by the fifth day. The deposit will be returned or check will be voided and destroyed once Sitnal Livestock, LLC, or the veterinarian receives the equitainer.

9. All outside mares will be artificially inseminated. The expenses associated with this will be charged to the mare owner.

10. This contract is entered into in the state of South Dakota and will be interpreted and enforced by the laws of that state.

11. When signed by both parties, this document will become a legally enforceable contract binding both parties.

12. This contract is neither transferable nor assignable. In the event the mare is disposed of prior to the birth of the foal, the "Live Foal Guarantee" will be void, unless an individual agreement has been made with Sitnal Livestock, LLC.

\_\_\_\_\_  
Sitnal Livestock, LLC, Date

\_\_\_\_\_  
Mare Owner, Signature, Date

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number