

# Black Tie Arabians

P.O. Box 1360  
Dixon, CA 95620  
(707) 678-1080

## **Stallion Services Contract**

### 1. Breeding Fee:

The undersigned, Owner ("Mare Owner") of the mare \_\_\_\_\_ ("Mare") AHRA# \_\_\_\_\_ hereby agrees to breed mare to the stallion \_\_\_\_\_ standing at Black Tie Arabians hereafter BTA or its custodian, and to pay a breeding fee of \$ \_\_\_\_\_ covering the \_\_\_\_\_ breeding season (March - July 30) due and payable prior to the shipment or breeding of the mare.

### 2. Mare Care Expenses

It is understood that in addition to the above stated fee, the Mare Owner shall pay board expenses at the rate of \$ \_\_\_\_\_ per day for a mare without foal at side or \$ \_\_\_\_\_ for a mare with a foal at side. In addition, owner is responsible for all related veterinary services and expenses including drugs, medications and supplies; ferrier services; and all other expenses reasonable and necessary to insure the well being and breeding of the mare. BTA shall provide owner with a detailed breakdown of these expenses which shall be due and payable prior to the mare's departure from BTA.

### 3. Shipped Semen

Prior to the shipment of the stallion's semen, mare owner shall pay \$275.00 to cover the veterinary and shipping expenses necessary to cover the mare. Mare owner must request shipment of semen at least 48 hours in advance to enable BTA to make necessary arrangements for collection and shipment. Each shipment of the stallion's semen will cost the mare owner \$275.00. In addition, a deposit of \$250.00 will be required on the shipping container that is refundable if the container is shipped back to Black Tie Arabians within 7 days of semen delivery.

### 4. Re-Breeding Privilege

BTA and its custodian anticipate a live foal from this mating. A live foal is defined for the purposes of this contract to be one, which stands and nurses for at least 72 hours. Should the mare abort at any time after being confirmed in foal to the stallion, or should her foal be born dead, the mare owner is guaranteed a return privilege for the same mare or a substitute mare, during the same breeding season or the following breeding season at no additional stud fee. All other fees will still apply, i.e. vet, farrier, transported semen, etc.

### 5. Color Provision

If the mare is being bred to one of the Pinto stallions at BTA, and the resulting foal is a solid color, the mare may be rebred the year of the foal's birth at no additional stud fee. Other expenses such as mare care, veterinary care, shipped semen, etc. are to be paid by owner.

### 6. Contract Nullification

It is understood that should the stallion die or become unfit for service, and the mare does not produce a foal, the mare owner shall at their option substitute any other stallion owned by BTA .

### 7. Waiver of Liability:

It is understood and agreed that BTA and its agents, employees and associates shall not be liable for any sickness, disease, astray, death or injury which may be suffered by the mare, or any foal of the mare, or for any other cause of action whatsoever arising out of or in anyway connected with the breeding or provision of any service to the mare. Mare owner understands that BTA does not provide any public. Liability, accidental injury, theft or equine mortality insurance on the mare or any foal that may be born to the mare as a consequence of breeding the mare to the stallion, and that all risks connected with breeding or provision of any service to the mare and such foal shall be born solely by the mare owner. Mare Owner hereby agrees that BTA's parties shall not be liable for any

special, incidental or consequential damages arising from the transactions covered by this agreement, including without limitation any damages arising from the nonperformance of obligations which mare owner may have undertaken to any third party in reliance upon any promises and representations made in this agreement. In no event shall BTA be liable for any action or cause of action arising under this agreement exceeds the amount of fees paid by mare owner hereunder.

8. Payment of Fees:

Mare owner agrees to pay BTA all applicable charges, fees, services, and expenses identified on this agreement. All board and mare care charges are due when mare departs the Black Tie facility. Mare Owner will pay a late charge of one and one-half percent per month on all past due moneys.

9. Miscellaneous Provisions:

Mare owner hereby agrees to indemnify and hold harmless the BTA parties from and against any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to any third person or persons or the property of any third party or persons caused by the mare, or any foal resulting from any breeding of the mare to the stallion, and any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities at law or in equity of every kind and nature whatsoever, known or unknown, arising out of or in any manner connected with any injury to the mare or any foal of the mare while they are in custody of BTA parties.

This agreement herein constitutes the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may be amended or modified only in writing with 30 days notice, signed by both parties.

Any communication or notice made in connection with this Agreement shall be made in writing only. Any notice or communication shall become effective when deposited in the United States mail properly addressed to the addresses at the end of this agreement with the proper postage for first class mail.

Mare owner shall reimburse BTA for all costs, fees and expenses, including reasonable attorney's fees incurred by rights under this agreement, and for all federal, state, and local sales or use tax liabilities, if any, connected with or related to this agreement.

This agreement shall be governed by and construed in accordance with the laws of the state of California.

Mare owner has read and accepts all of the terms on each page of this agreement.

\_\_\_\_\_  
Mare owner

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Mare Owner signature

\_\_\_\_\_  
Date