

Kansas State University Horse Unit

2009 Mare Service Contract – Playin A Lot – On-Site

This contract is made and entered into this _____ day of _____, 200__, by and among _____, agent for the Kansas State University Horse Unit, hereinafter referred to as “Breeder” and _____, hereinafter referred to as “Mare Owner”. This contract sets forth the rights and responsibilities of both parties for the 2009 breeding season.

1. The Mare Owner warrants that he / she has engaged one service to:

Stallion Name: **Playin A Lot** Registration #: **3844160**, hereinafter referred to as the “Stallion”,

Owner / Agent of Stallion: **Jason Phelps**

For the mare: _____, Registration # _____,

breed _____, hereinafter referred to as “the Mare”, for the 2009 breeding season. At the time of delivery to KSU, the Mare will be: ___ Wet ___ Dry or ___ Maiden. The breeding season in force for this contract begins February 1 and ends July 1 unless otherwise noted for the year listed on this contract.

2. **Booking and Stallion Service Fees.** The Stallion service fee is \$650.00, payable with this contract. Included within this fee is a non-refundable booking fee of \$100.00, which will reserve breeding to the Stallion for the 2009 breeding season. A \$200.00 Discount will be given to the first 15 mares contracted before February 1st (precludes multiple mare discount). A Multiple Mare Discount of \$50 per each additional mare will be available after February 1st. Other Discounts given with approval of the Stallion Owner to proven and money earning mares. A \$ _____ discount applies to this breeding season for _____.

3. **Condition and Ownership.** Mare Owner represents and warrants that the Mare is in sound breeding condition and free from disease and infection. Mare Owner also warrants that the Mare is halter broke and not a danger to staff of the Breeder. Upon the Mare’s arrival, a current negative Coggins test and a veterinarian’s health certificate must accompany the Mare. A photostatic copy of the Mare’s registration papers (both sides) should be submitted with this contract. The Mare Owner, whose signature appears below, further warrants that he/she is the owner or lessee of record of the Mare.

4. **Fee Payment.** All fees and expenses outlined below will be due to the Breeder upon receipt of an invoice and prior to the Mare leaving the KSU Horse Unit.

5. **Board Charges.** The following board options are available during the 2009 season. Fees are listed per day and cover hay, grain, and labor. These fees are subject to change based on current feed costs. Individual pens and stalls are limited but may be available depending on the time of year – check on availability and pricing for either of these options prior to the Mare’s arrival. Please check desired option.

Wet Mares / Foals:

Shared Pasture - \$8.50
Shared Pen - \$9.50
Stall with turnout - \$12 (check on availability)
Individual Pen - \$10 (check on availability)

Dry Mares:

Shared Pasture - \$6
Shared Pen - \$7
Stall w/ turnout - \$10 (check on availability)
Individual Pen - \$8.50 (check on availability)

6. **Chute Fee.** A chute fee of \$150 will be charged to the Mare Owner by the Breeder and will cover all sonograms and insemination costs for two complete cycles. An additional \$100 will be charged for each subsequent cycle if the mare is not pregnant after two cycles. Costs for normal hormone use are covered by the above chute fee. If a negative uterine culture or cytology are required by the Stallion Owner, the Mare Owner should contact the KSU Horse Unit and make arrangements to have the tests run prior to or after delivery of the mare to the unit.

_____ (**Please Initial**) I have read the 2009 Breeding Fees and Information sheet, and am aware of the charges for additional hormone or drug use not covered by the chute fee.

Mare owner has the option of using the staff of the KSU Veterinary Hospital instead of the KSU Horse Unit staff for all palpations/sonograms. Additional fees will be charged by the Veterinary Hospital for their service. Call for current Hospital charges. **Please initial** which option you would like for the above named Mare.

_____ Mare sonogrammed / bred by KSU Horse Unit staff. I understand that a veterinarian is not on sight.

_____ Mare sonogrammed by staff from the KSU Veterinary Hospital. I understand that in addition to the \$150 Chute fee, I will be billed the additional fees charged on a per-trip basis by the KSU Veterinary Hospital.

7. Waiver of Liability. The Breeder agrees to diligently try to settle the Mare when present at the KSU Horse Unit. However, if the mare fails to settle, for any reason, the Breeder shall be held blameless. It is further understood that the Breeder, its employees, veterinarians, agents and guests shall not be liable for any injury, escape, sickness, disability, or death of any horse on its premises. The Mare Owner, whose horse(s) are under the care of the Breeder will not be liable or responsible for any damage, injury, or death to the Breeder's farm, stallions, employees, veterinarians, guests, or other animals in the care of the Stallion Owner. Insurance for the Mare and her offspring is the sole responsibility of the Mare Owner. Is the above named Mare insured? ____ Yes ____ No

8. Live Foal Guarantee. The Mare Owner is guaranteed one "live Foal". "Live foal" means that the foal will stand and nurse without assistance. It is understood that if the Mare proves barren, aborts her foal or if the foal is stillborn, a return season will be guaranteed the following year only, provided proper written notification is given to the Stallion Owner. A licensed veterinarian shall define proper notification as written certification within one (1) week of the date that the Mare aborted or produced a non-viable foal. The Mare Owner shall further certify that such abortion or death did not result from any act or omission of the Mare Owner subsequent to the Mare's departure from the Stallion farm. The Live Foal guarantee herein will be void and the Stallion Owner released from liability if:

- a. The Mare Owner prior to foaling sells the Mare, unless approved by the Stallion Owner.
- b. Booster rhinopneumonitis vaccinations were not given as indicated by the individual drug manufacturer as the Mare progresses throughout her pregnancy.
- c. The Mare leaves the KSU Horse Unit premises before being sonogrammed twenty-five (25) days safe in foal, and is not sonogrammed by either the Mare Owner's personal veterinarian or returned to the KSU Horse Unit within forty (40) days of ovulation for a follow-up sonogram.

9. Breeder's Certificate. A breeder's certificate will be issued after all fees and expenses have been paid in full and upon notification of birth of a live foal.

10. Substitution. This contract is non-assignable and non-transferable. Should the above named Stallion die, be sold by the owner, or become unfit for service prior to settling the Mare, this contract will become null and void. In the event that the stallion is unfit to rebreed a mare the entire stud fee will be refunded including the booking fee. In the event the Mare fails to settle to the above named Stallion, the Mare Owner may substitute another mare agreed upon by the Stallion Owner for either the current breeding season for the following season only.

11. Binding and Entire Agreement. When the above named Mare Owner signs and returns one copy of this contract to the Breeder, it will then be a binding contract on both parties, subject to the above terms and conditions. This contract is not valid unless completed in full and accompanied by the required documents and fee payment. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and Stallion and supersedes all other agreements or understandings between the parties, whether oral or written concerning the breeding of the Mare and Stallion. This contract is entered into in the State of Kansas, and will be interpreted and enforced under the laws of Kansas.

I accept the above agreement.

Mare Owner's / Authorized Agent's Signature

Date

Address

Daytime Telephone

Evening Telephone

Emergency Telephone

Authorized Agent of the Breeder

Date

Return to: KSU Horse Unit
218 Weber Hall
Kansas State University
Manhattan, KS 66506
Telephone: (785) 537-0966
Fax: (785) 532-7059

