



2010 APHA Breeder's Stallion Service Contract
"IMA BENCHMARK"

THIS AGREEMENT entered into this ____ day of _____, 2010, by and between Linda Ketter, hereinafter referred to as "Stallion Owner", and APHA Breeder _____, hereinafter referred to as "Mare Owner."

- 1. Whereas Linda Ketter is the owner of the stallion "IMA BENCHMARK" (the "Stallion") and the Mare Owner is the owner or lessee of the mare _____, registration number _____, hereinafter referred to as the "Mare;"
- 2. Whereas the named stallion will stand at stud during the 2010(yr) breeding season at Premier Breeding Services LLC, hereinafter referred to as "Breeding Facility," and the parties desire to contract for the servicing of the named mare by the named stallion during said season,

The Mare Owner agrees as follows:

- 1. To pay Stallion Owner a breeding fee in the amount of \$500 payable as follows:
 - a. \$200.00 (booking fee is included in this amount) payable upon signing of this agreement, which is non-refundable; and
 - b. The balance of the breeding fee, \$300.00, due and payable when live foal with color is foaled in 2011.
- 2. That the Mare is healthy and in sound breeding condition and the Mare Owner shall furnish a veterinary certificate to such effect if requested.
- 3. To allow the Breeding Facility to have a qualified veterinarian and/or equine reproductive physiologist/technician check the Mare for normal breeding conditions and to perform such other services that the Breeding Facility deems necessary for the proper treatment and protection of the Mare and/or foal at side.
- 4. To pay all veterinary, technical and board expenses incurred in the care and breeding of the Mare and/or foal.
- 5. The Mare will not be released by the Breeding Facility until such time as all amounts due have been paid in full.
- 6. In the event transported semen is used in the breeding of above-stated mare, the Mare Owner agrees as follows:
 - a. To pay all costs associated with the collection, processing, packaging and transport of semen to the Mare Owner/agent; and b. To pay a non-refundable deposit in the amount of \$n/a to Premier Breeding Services LLC, to be applied toward costs associated with the provision of transported semen to the Mare Owner/agent.

The Stallion Owner agrees as follows:

- 1. To reserve for the Mare Owner one booking to the stallion IMA BENCHMARK for the 2010(yr) breeding season.
- 2. To guarantee to the Mare Owner a return breeding to the named stallion for the following breeding season for the Mare upon receipt of written statement from a licensed, qualified veterinarian that a live foal did not result from this breeding. A live foal is defined as one that stands and nurses without assistance. It is understood that if the Mare proves barren, aborts her foal or if the foal is stillborn, a return breeding will be guaranteed the following year only, providing proper notification is given and a new booking fee in the amount of \$250.00 is paid to the Stallion Owner. Proper notification shall be defined as follows: Written certification by a licensed, qualified veterinarian within 7 (seven) days that the Mare has aborted or has not produced a live foal as defined above.

It is further agreed by both parties as follows:

- 1. The Stallion Owner and the Breeding Facility are not liable for any sickness, disease, injury or death which may be suffered by the Mare and/or foal at side.
- 2. This agreement shall not be assigned or transferred by either party without the express consent of the other party.
- 3. The following conditions and concessions are involved in arriving at the above listed breeding fee: *This discounted breeding fee is being offered to APHA Breeder's for the 2010 breeding season!*

Mare Owners Warranties and Disclaimers. Mare Owner Warrants to Stallion Owner:

- 1. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate registry/registries and pay all associated fees or expenses. A Breeder's Certificate shall not be issued to the Mare Owner unless and until all fees due the Stallion Owner and the Breeding Facility are paid in full.
- 2. Mare Owner will pay Stallion Owner's costs and expenses, including reasonable attorney's fees, if Mare Owner has breached any material term of this agreement.

Substitute Mare/Stallion Owner's Refund Policy: In the event of death or incapacity of the Mare, the Mare Owner shall be allowed to breed a substitute mare to the Stallion, provided that the Stallion Owner has given advance approval in writing of the proposed substitute mare. No refunds shall be permitted. In the event of death or incapacity of the Stallion, Mare Owner shall be allowed to breed to one of Stallion Owner's other stallions.

Stallion Service Certificate: Stallion Owner reserves the right to withhold issuance of a Stallion Service or Breeder's Certificate applicable to the breeding hereunder until Mare Owner is current on all payment obligations to Stallion Owner and the Breeding Facility.

Entire Agreement: This agreement contains the entire agreement between the parties with respect to its subject matter. All prior promises or understandings, either oral or written, between Mare Owner and Stallion Owner shall be void unless contained in this agreement. Modifications to this agreement will only be valid if in writing and signed by both Mare Owner and Stallion Owner.

Assignment: This agreement is not assignable by Mare Owner without the written permission of Stallion Owner.

Mare Owner:

STALLION OWNER:

By: _____
Print Name: _____
Date: _____
Address: _____
Telephone: _____

By: _____
Linda Ketter
P.O. Box 1043
Parker, CO 80134
Telephone: 303-478-4503 cell