# STALLION SERVICE CONTRACT
# KC RERUN

This agreement is by and between Janice Gottschalk, hereinafter referred to as stallion owner of said stallion ***KC RERUN***, American Paint Horse Registry #293011, and _____, hereinafter referred to as mare owner.

Stallion owner hereby agrees to breed stallion ***KC RERUN*** to the below listed mare:

Name: _____

Breed: _____

Registration #: _____

Sire: _____

Dam: _____

Mare owner hereby agrees to pay the stud fee of $_____, due before breeding begins.

***ADDITIONAL TERMS AND CONDITIONS***:

1. Stallion owner agrees that if the stud fee is paid and should said mare subsequently, as a result of this breeding, not have a live foal that can stand and nurse, the stud fee will be carried forward to the next breeding season. The stud fee shall only be carried forward one season, thereafter this contract shall be deemed fulfilled even if said mare still fails to conceive or deliver a live foal the subsequent season. Should the usual stud fee charged by stallion owner change between the first and second year of this contract, mare owner shall not be responsible for the difference for the rebreeding. Once a live foal has been delivered, and said foal can stand and nurse, this contract has been fulfilled by the stallion owner.

2. The stud fee will be carried forward and the live foal guarantee is valid only if the mare owner has properly maintained the health of the mare and verifies the mare's pregnancy loss, stillbirth or newborn foal death by providing the stallion owner with a signed and dated veterinary certificate, on the veterinarian's own practice stationary, clearly stating the following:

   - Identification of the herein named mare
   - Verification of loss of pregnancy or still birth
   - Verification that, in the veterinarian's best judgement, the mare was maintained in a reasonable state of health, including all vaccinations and deworming and that monitoring of the mare around the time of foaling was adequate enough to reasonably detect and attend to any foaling difficulties.

   Stallion owner must receive this certificate within thirty (30) days of the discovery of mare's pregnancy loss, stillbirth, or newborn foal death.

3. Mare owner agrees that the herein mentioned mare shall be in sound breeding condition and free from infection or disease. Any mare certified by the attending veterinarian not to be, in his opinion, in sound breeding condition shall not be bred and this contract will be null and void.

4. It is the mare owner's responsibility to insure that the mare is in good breeding condition. The stallion owner reserves the right to have the mare checked by a veterinarian if condition of mare is in question. Any expense will be the responsibility of the mare owner.

5. The stallion owner will not be held responsible of any disease, injury, sickness or death of said mare. All normal precautions will be taken to insure the mare's well being. Likewise, mare owner will not be held responsible for any of the above mentioned to the said stallion, ***KC RERUN.*** It is further agreed that if either the stallion or mare dies or becomes unfit for service prior to breeding the mare, all stud fees will be refunded within thirty (30) days and this contract will be null and void.

6. If applicable, board for the mare will be charged at $10.00 per day. Any veterinary costs incurred during this time will be the responsibility of the mare owner. All fees will be due and payable prior to herein mentioned mare leaving the boarding facility.

The above agreement is signed and dated this _____day of _____, 2005.

_____ _____

Mare Owner Stallion Owner

_____ _____

Address Phone