

**Big Sky Shires and Equine Services**  
**LIVE COVER STALLION SERVICE CONTRACT**

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Veterinarian: Cara Voss, DVM ~Dawson County Vet Clinic

This certifies \_\_\_\_\_ herein referred to as the Mare Owner, has engaged one breeding to : **Illusion Farm's Tuff Hedeman ASHA # 23091-S** for the \_\_\_\_\_ breeding season at \$ \_\_\_\_\_ for the following mare:

Mare Name: \_\_\_\_\_ Breed \_\_\_\_\_ Reg No \_\_\_\_\_

Year foaled: \_\_\_\_\_ Market value of mare (& Foal): \_\_\_\_\_

Mare will be sent to farm on: \_\_\_\_\_

Circle one: In foal (last breeding date) \_\_\_\_\_ Wet (foal born) \_\_\_\_\_ Dry \_\_\_\_\_  
Maiden \_\_\_\_\_

Vaccinations/ Worming/ Foot Care given to mare/foal in last 12 months:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is mare insured? \_\_\_\_\_ Company \_\_\_\_\_ Policy # \_\_\_\_\_

Phone \_\_\_\_\_

Please list any special instructions/medical or reproductive history that may be helpful to us while mare is in our care:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Big Sky Shires & Equine Services, agent for the above named stallion, will herein be referred to as Breeder. This service is engaged subject to the following:

1. This contract is good for one foal. Multiple foals from the same mare in the same breeding season will require a separate contract and breeding fee for each resulting foal. The only exception to this would be twins that are carried throughout term and foaled by one mare.
2. A Non- Refundable booking fee of \$ \_\_\_\_\_ from the above breeding fee is payable with this contract, and the balance of \$ \_\_\_\_\_ plus **all unpaid expenses will be payable upon receipt of an invoice or when mare leaves the farm, which ever is first.** The mare (and foal, if applicable) shall be released only upon payment in full of all outstanding invoices, including those from the attending veterinarian, farrier or any other attending personnel.

2A. Mare owner may request on farm AI for their mare. The procedure will be done by our own certified mare manager. An additional fee of **\$250.00** will apply to cover collection and insemination- this fee will be assessed for each cycle the mare is bred. **Initial here if you request on farm AI**\_\_\_\_\_

**2B. This contract is non-assignable or transferable.**

3. A photocopy of registration papers (both sides-if mare is registered), and a profile picture shall be sent to Breeder with this contract and booking fee. A veterinarian's health certificate/ uterine culture (reproductive Pre-Breeding Exam), worming and immunization records (Dates and what was given), and a current Coggins test (within 6 months) shall accompany the mare. If these are not presented upon a mare's arrival, the Breeder shall have the attending veterinarian make proper tests and evaluations at the Mare Owner's expense. Mare owner agrees each mare offered for breeding shall be in sound breeding condition and free from any infection or disease. **Breeder reserves the right to refuse any mare that is not safe or in breeding condition.**

4. Mare (and foal, if applicable) may be wormed, vaccinated or trimmed (when needed/ depending on length of stay and records received) as deemed necessary by the attending veterinarian/ farrier at the mare owner's expense. This may also include veterinarian visits for injury as needed at the mare owner's expense.

5. The Breeder agrees to diligently try to settle the above named mare and shall have sole discretion of determining the best method of breeding such mare. If, however, the mare does not settle, the Breeder shall be held harmless. **There will be no guarantee of a live foal for any mare leaving the Breeder before being checked safe in foal by the attending veterinarian at the mare owner's expense.**

6. Live foal Guarantee: Live foal means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts her foal, or if foal is stillborn, a return season will be guaranteed for the following year only, providing proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal.

7. Third year rebreeds are subject to an additional booking fee plus any increases in the breeding fee. No live foal guarantee on third year rebreeds. **7A. Upon death of the mare in foal, the live foal guarantee will become null and void. If the stallion should become unfit for service or die 90% refund of the stud fee will be refunded.**

8. The breeding season in force for this contract shall begin May 1 and close July 15 of the year dated on this contract.

9. A breeder's certificate will be issued to the Mare Owner after all expenses have been paid in full and upon notification of birth of the foal.

10. Waiver of Liability: WARNING, UNDER MONTANA LAW MONTANA CODE ANNOTATED; TITLE 27 CIVIL LIABILITY, REMEDIES, AND LIMITATIONS CHAPTER 1 AVAILABILITY OF REMEDIES – LIABILITY Part 7 Liability Mont. Code Anno., § 27-1-725 (1993). AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

10.1. Limitation of liability. Mare Owner acknowledges that there are inherent and numerous risks associated with breeding a mare and Mare Owner agrees to bear these risks, including but not limited to illness, injury or disease, to the mare and/or the foal. Furthermore, even though mare may become pregnant, the mare may not give birth or the mare's foal may be stillborn, have defects or become ill, injured or die. Mare Owner agrees that except in the event of Stallion Owner's gross negligence or willfulness conduct, Stallion Owner and its officers, members, employees, directors or agents shall not be liable for any special incidental, indirect or consequential damages arising out of any transaction or activity arising out of this agreement. It is understood that the farm, it's agents or employees, shall not be liable for any injury, escape,

disability or death of any horse on it's premises from any cause whatsoever. By signing the contract the mare owner waives all and every claim for damages resulting such injury, disability or death. Additionally, mare owner is not responsible for any damages caused by their mare to said property or employee/ agent.

10.2.Assumption of risk. Mare Owner understands that engaging in equine activities including breeding a mare or boarding the mare or foal at another farm or facility is an inherently dangerous activity and that by so doing mare and/or foal are exposed to dangers both known and unknown. Horses are large unpredictable animals which are dangerous and present a risk of injury no matter how much training they have and no matter what level of experience Stallion Owner has and no matter what the situation.

10.3.Indemnity. Mare Owner agrees to defend, indemnify and hold Stallion Owner harmless from and against any and all claims, demands, judgments, loss, liability or damage including attorney's fees or costs, that Stallion Owner may occur arising out of or in any way connected with Mare Owner's presence on or use of Stallion Owner's facility or the breeding services provided pursuant to this Agreement.

11. The signing of this contract entitles Breeder to charge 2% per month or 24% annual interest on all past due invoices. Past due billing is defined as those amounts not paid within 30 days of invoicing.

12. This contract is governed by the laws of the State of Montana. All accounts are due and payable in Dawson County, Montana, in U.S. Dollars.

**13. This contract is not valid unless completed in full. When Mare Owner signs and returns contract and booking fee to Breeder, Breeder will notify mare owner within 10 days of approval. Upon notification, it will become a binding contract on both parties, subject to the above terms and conditions.**

**Board (Please check box)**

Dry \$ 9.00/Day

Wet \$ 11.00/Day

Terms \$ \_\_\_\_\_

**Owner Information:**

Date: \_\_\_\_\_

Owner/Agent: \_\_\_\_\_

Address: \_\_\_\_\_

City/ST/Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Customer should retain a copy**

**Owner Signature:** \_\_\_\_\_

**Breeder Signature:** \_\_\_\_\_