

Equine Reproductive Services, L.L.C.

19045 FM 47

Wills Point, Texas 75169

903-873-8750 ~ 972-692-5791 fax

Resident Stallion Contract

Registered Name: _____ Breed: _____

Color: _____ Age: _____ Microchip Number: _____

_____ ("Owner") agrees to allow Equine Reproductive Services, L.L.C. ("ERS") to stand to the public the stallion _____ ("Stallion") for the 2009 breeding season, under the following conditions:

1. ERS will provide Stallion's board at no expense to Owner during the breeding season (February 1 through July 15). Owner will be responsible for all farrier and veterinary fees as they occur. During the non-breeding season (July 16 through January 31), Owner will be charged \$450.00 per month for board, which includes Stallion management and care. Owner will pay farrier and veterinary fees.
2. Owner will provide ERS with a valid credit card number and authorize ERS for the use of said card for monthly farrier and/or veterinary services.
3. ERS agrees to breed Owner's non-embryo donor mares for a farm service fee of \$200.00 per mare. This fee includes all palpations and routine insemination procedures performed at ERS, but do not include fees for mare care, uterine diagnostics, uterine treatments, blood hormone profiles or any other testing or treatments given while at ERS.
4. Owner's personal mares will be boarded for a discounted fee of \$12.00 per day for dry mares and \$14.00 per day for wet mares. Owner will pay all farrier and veterinary costs on Owner's mares as they occur on a monthly basis. The mare chute fee assessed to the stallion owner is not inclusive to boarding, farrier or veterinary fees. These aforementioned fees are the responsibility of the owner and will be billed to the provided credit card on a monthly basis.
5. The 2009 advertised fee for Stallion will be \$_____. ERS will charge a farm service fee of \$400.00 per non-embryo donor mare (in addition to the Stallion fee), except as noted in item #3. A farm service fee of \$400.00 will also apply to mares that receive cooled shipped semen from ERS; this fee includes one next day shipment of semen.
6. Owner will collect stallion fees, with the assistance of ERS.
7. If Stallion leaves ERS after the 2009 breeding season, all right of return will go with him to his new location.
8. Owner and ERS agree that all fees will be collected at the time the mares are released from ERS, unless special arrangements have been made with Owner and ERS agrees to those special arrangements.
9. Owner agrees to contact the breed associations prior to the 2009 breeding season to make arrangements for and pay any fees charged to ship cooled transported and/or frozen semen during the 2009 breeding season.
10. Owner agrees to sign all Breeders Certificates and Stallion Reports and pay fees required by the breed associations at the end of the 2009 breeding season. Likewise, at that time this agreement can be renegotiated or extended into the 2010 breeding season, upon written agreement of both parties.
11. A mare Breeding Contract for every outside mare (not owned or leased by stallion Owner) must be completed with all information, including any special Stallion fees (specials are those differing from the advertised fee), and must be provided to ERS. Owner may use his/her own Mare Breeding Contract (approved by ERS) or the standard contract provided by ERS.
12. Should Stallion fail to breed a minimum of twenty (20) mares at a cost of a \$400.00 farm service fee each, Owner shall be responsible for paying ERS the difference between the number of mares bred and the minimum of twenty (20) mares at a charge of \$400.00 per mare. Fees are due and payable on July 15th 2009.

13. Owner agrees to furnish ERS with a copy of Stallions registration papers. ERS will provide Owner with the dates of Stallions breeding for the Stallion Report, and Owner will prepare and submit Stallion Reports to the appropriate breed associations along with a list of all mares bred, including mare owners' addresses and phone numbers.

14. Owner agrees to allow veterinarians employed by ERS to check Stallion and perform any veterinary services, as deemed necessary. This includes, but is not limited to, deworming, vaccinations, treatment for infections, cuts and abrasions, and preventative measures. Owner will be responsible for fees associated with veterinary care and will be billed monthly.

15. Owners agrees to provide ERS with a negative Coggins report taken within (6) months prior to arrival, or allow veterinarians employed by ERS to perform one at owner's expense. Owner will provide ERS with a copy of the stallions (or mares) vaccination records. Horses deemed not current with respect to immunizations will be administered vaccines by a veterinarian employed by ERS at the owner's expense.

16. Owner understands ERS will not be responsible for any accident, sickness, or death to Stallion, whether from fire, theft, act of God, or any other reason, and Owner will exercise his/her judgment in caring for and supervising Stallion. In the event of an injury or death to Stallion, Owner will look solely to his/her own insurance. In the event anyone assesses a cause of action against Owner on account of any injury or death to Stallion, Owner agrees to hold ERS harmless from any such cause or action, including the cost of defending the same.

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), 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.

Thank you for entrusting Equine Reproductive Services, L.L.C. with _____ we look forward to a successful 2009 breeding season.

No horse will be checked in without this information

Credit card information

Name as it appears on card: _____
Type: _____ Number: _____ Expiration: _____ V#: _____
Signature: _____ by signing I authorize ERS to bill my card on a monthly basis for charges incurred.
This card will also be provided to the veterinarian for any services performed.
Signature: _____

Insurance Information

_____ is _____ is not insured.
Insurance Company: _____
Telephone & Fax: _____

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2009

Stallion Owner:
By: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Equine Reproductive Services, L.L.C.
By: _____