

STALLION SERVICE CONTRACT

THIS AGREEMENT is entered into on this ____ day of _____ by and between Jim & Judy Schehen, herein called Stallion Owner and _____ herein referred to as Mare Owner.

THESE PARTIES AGREE AS FOLLOWS: Mare Owner confirms a reservation for the mare described below to be serviced by the stallion _____ standing at Paint Brush Ranch during the breeding season of 2014 which begins February 1 and ends June 15, subject to the following conditions.

- 1. Stud Fee charged to the Mare Owner shall be Seven hundred fifty dollars (\$750.00) of this amount a Booking Fee of \$250.00, which is included and non refundable except as stated in paragraph three, is payable upon the execution of this contract. Payment of \$250.00, plus all unpaid board and/or expenses is due when mare is pregnancy checked 'in foal' and before mare leaves our breeding farm or prior to first shipment of cooled semen. No re-breed privilege will be honored unless this condition is met. The balance of \$250.00 is due with the arrival of mare owner's resulting foal (not applicable to a Color Return).
2. Board Rate (payable monthly): \$10.00 /dry per day; \$12.00 /wet per day.
a. Mare owner agrees to pay a late charge of 1 1/2 % monthly on a past due balance of mare services, board & fees.
b. The Association Breeders Certificate(s) will be issued upon 2015 foal's arrival and full payment of all fees.
3. Stallion owner agrees to diligently try to settle aforementioned mare in season. It is agreed that should Mare Owner take the mare home before Stallion Owner has ample opportunity to settle her, then all unpaid expenses and balance of 2014 breeding fee become due and payable.
4. Should the above named stallion or mare die or become unfit for service/ breeding prior to mares arrival at Paint Brush Ranch, or first shipment of cooled semen, then this contract and Cooled Semen Transport Addendum (part II) shall become null and void and all monies paid as part of this contract shall be refunded.
5. Stallion owner or any of his representatives may exercise their own judgment in caring for and supervising the mare and/or her foal but will not be held responsible for accident, sickness or death of either during the time they are in the custody of Stallion owner.
6. Stallion Owner's veterinarian may check the mare for breeding condition and to perform any such other veterinary services as PBR deems necessary for treatment or protection of mare &/or foal at side, at Mare Owner's expense.
7. LFG & Color Return: Stallion Owner guarantees a live foal and that if the newborn foal does not stand and nurse without assistance, Mare Owner will be entitled to a return breeding during mares foaling year and to the same mare on the terms and conditions provided in this agreement. This is to be evidenced by a written statement from a licensed veterinarian DVM within 72 hours of the foal's death.
a. If the mare proves not to be in foal in the year bred, or loses her foal as stated in paragraph 7 or 3 above, the Stallion Owner offers a re-breed for the same mare the following season and may charge a re-booking/chute fee.
b. In the event the mare is sold or otherwise disposed of prior to completion of this contract, the "Live Foal Guarantee" and "Color Agreement" will no longer be valid.
c. A color return is offered to the same mare at one half of the returning seasons advertised stud fee on solid colored foals, as indicated by the APHA, PtHA or other association's color registry.
8. The mare will be current on her preventative vaccines, de-worming and hoof trim upon arrival at Paint Brush Ranch. Her halter and strong lead rope will be provided by mare owner, but no Blanket.
9. This contract is not assignable or transferable without written agreement of Stallion Owner.
10. The Cooled Semen Transportation Addendum (part II) will have precedence over this contract, if applicable.
11. Exceptions to this contract as mutually agreed: _____

MARE _____
Reg. No(s) _____
Color _____
Dry: ____ wet: ____ Due to foal: _____
Sire: _____
Dam: _____

Mare Owner or Lessee: _____ Dated: _____
Address _____
City _____ State _____
Zip _____
e-mail _____
Phone: _____

Stallion Owner: _____ Dated: _____

Signed X _____

Signed X _____ (mare owner)

* Please enclose booking fee, sign and return copy *make check payable to Jim or Judy Schehen

Paint Brush Ranch

Jim & Judy Schehen 21025 Tumalo Road, Bend, Oregon 97701 Phone# 541-388-4530

PART II OF II

2014 COOLED SEMEN TRANSPORTATION ADDENDUM TO THE STALLION SERVICE CONTRACT – PART I

Mare _____ Stallion _____

Mare owner _____

Veterinarian _____ Telephone _____

Veterinarian address _____

1. Mare owner shall give stallion owner as much advance notice of request for semen shipment as possible (at least two days) and any such **final request** must be received by **telephone** (not e-mail) from mare owner or attending veterinarian no later than 9:00 a.m. (Pacific Standard Time) on the day of shipment. You will need to correlate shipping with the stallion's every-other-day breeding schedule.

2. The stallion service fee includes a booking fee of **\$250.00** payable upon execution of this contract. The balance of the 2014 stud fee **\$250.00** must be paid before semen shipment is ordered, as well as the below outlined fees. Final payment of stud fee **\$250.00** is due with the arrival of mare owners 2015 foal.

3. A shipping fee of **\$245.00** will be paid in advance of each CST shipment. This cost represents stallion collection, a disposable container, lab/semen processing fees associated with shipped semen and *normal* Monday through Friday FedEx container shipping charge. Mare owner will be billed for additional charges, such as unscheduled collection, courier service, week-end FedEx or Air transport.

4. If mare owner requests the use of a Hamilton-Thorn (blue) equitainer, payment of # 3. fees, along with a \$250.00 equitainer deposit (refundable or applicable), is due prior to any semen transport.

5. Any additional expenses are to be paid when mare owner is invoiced. All freight charges, land or air will be the responsibility of the mare owner as well as the immediate return of the Hamilton-Thorn equitainer via over-night or two-day express. For every day delay, a \$15.00 late fee will be accessed.

6. The mare owner is responsible for returning the insemination report to the APHA/AQHA or other breed association after mare insemination and will notify stallion owner of mares' pregnancy status within 20 days.

7. Mare owner assumes responsibility for association documents, registration fees, permits and DNA typing pertaining to his/her mare and resulting foal.

8. Exception to this contract _____

Mare owner: _____ Stallion owner: _____
(Signature) (Signature)

Date: _____ Date: _____

**Please enclose stud fee, sign and return copy *make check payable to Jim or Judy Schehen*