

# Penncross Ranch, Inc.

12185 FM Road 2276 • Kilgore, Texas 75662

(903) 984-3819

www.penncrossranch.com

E-mail: penncross@tyler.net

## STALLION SERVICE CONTRACT

This contract certifies that \_\_\_\_\_ (Mare Owner) has engaged in one service to the stallion \_\_\_\_\_ Reg. No. \_\_\_\_\_ for the Mare \_\_\_\_\_ Reg No. \_\_\_\_\_ for the 20\_\_ breeding season for a fee of \$\_\_\_\_\_.

This contract is subject to the following:

- 1) A non-refundable Booking Fee / Chute Fee of \$300.00 is payable when this contract is signed and returned. This fee is applied to the total breeding fee, the balance of \$\_\_\_\_\_ plus all unpaid expenses will be payable upon receipt of an invoice or when the mares leaves the ranch, whichever is first. Penncross Ranch requires notice of 24 hours in advance when the mare owner wishes to remove the mare from the ranch, this gives us time to prepare the final statement so that the mare owner can settle the account.
- 2) A copy of the mares registration papers, with current owner listed must accompany the contract. A veterinarians health certificate including worming, vaccinations and current coggins test shall be furnished upon delivery to Penncross Ranch. Mares that are not halter broken will not be excepted.
- 3) It is my understanding that Penncross Ranch Inc. will not be responsible for accident sickness or death to my mare and or her foal. Penncross Ranch will employ a veterinarian at mare owners expense if the mare and or her foal become sick or have an accident and Penncross Ranch will do everything deemed possible to take care of said mare and or her foal.
- 4) Penncross Ranch Inc. agrees to diligently try to settle my mare. If however the mare does not settle, I will hold Penncross Ranch harmless.
- 5) It is agreed that if the stallion dies or becomes unfit for breeding that the breeders liability is fully discharged by the return of the service fee for inability to breed. If the stallion is sold then this contract will be honored by the new owner in the event of a rebreed should it deem so.
- 6) When Penncross Ranch Inc. signs and returns one copy of this contract to mare owner, it will be a binding contract to both parties, subject to the terms and conditions in this contract. Breeding season begins February 5th, 20\_\_ and ends June 15th, 20\_\_ at which time all breeding will be discontinued.
- 7) A Foaling fee of \$250.00 will be charged for any mare foaling at Penncross Ranch.
- 8) Penncross Ranch guarantees a live colored foal (with the return the following season) from the semen contracted on the stallion named in this contract. A live colored foal is described as a newborn foal (a foal that stands and nurses without assistance) the mare owner is entitled to a free return service the following year (only) for a chute fee of \$300.00 and mare care and vet fees if a live colored foal is not produced.
- 9) A Breeders Certificate will be issued only after the mare owner has notified Penncross Ranch that the mare has produced a live foal and all bills on the mare have been paid.
- 10) Responsibility for Insurance and loss passes to the mare owner with this contract. Owner assumes the unavoidable risks inherent in all horse-related activities, including but not limited to accident, theft, illness, death, loss, damage and injury to owners horse(s) owner and family members. Owner agrees to look solely to his or her insurance for compensation for any such loss and further agrees to hold harmless Penncross Ranch, stallion breeder, his or her family and employees.
- 11) In the event it becomes necessary to refer debts arising from this contract to an attorney for collection, or if a suit is instituted hereon, owner agrees to pay all reasonable court costs and attorney's fees incurred in the suit or collection.
- 12) Owner further agrees that this contract is made and entered into in the county Rusk in the state of Texas and that it shall be interpreted, enforced and transacted under the laws of said state and within the designated county, regardless of the manner of solicitation.
- 13) Owners signature on this contract certifies that he/she has read and fully understands all the terms and conditions outlined herein and accepts this contract as a legal and binding instrument on behalf of owner, owners heirs, successors and assigns.

Penncross Ranch Inc. (Penny Cates) \_\_\_\_\_ Date \_\_\_\_\_

Mare Owner \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mare Motel Stall Charge:      Dry \$12.00                      Wet \$14.00                      Pasture \$9.00