

**Stallion Service Contract
Lazy JN Ranch**

Please note: We do not offer live cover. Stallion services are for cooled/shipped semen only. Collection days are Monday, Wednesday, and Friday. Please notify Lazy JN Ranch within 24 hours to request semen.

Mare Owner Information:

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Daytime Phone: _____

Evening Phone: _____

Email _____

Mare Information:

Registered Name: _____

Registration Association(s) and #(s): _____

Mare is:

Barren []

Maiden []

In foal [] **Due approx.:** _____

Stallion Information:

Servicing Stallion: _____

Stallion Service Fee: Private Treaty (Please check the appropriate box)

[] _____ **WC /WC Producing mares (plus shipping/collection)**

[] _____ **(Plus shipping/collection)**

Shipping/collection fees MUST be paid prior to any request for semen. No exceptions.

Please make all checks payable to Joe & Nancy Berry

Check # _____ **\$** _____.

Email for Pay Pal _____

This contract is entered on the date of acceptance, by and between the designated mare owner and the stallion owner who mutually agree to abide by the following terms and conditions.

1. Owner agrees to breed the listed mare to the servicing stallion for the specified service fee. Shipping/collection fees are not due until semen is needed, but must be paid for before any request for semen is made, or at the time of requesting semen.
2. During the term of this contract, and during any return, breeder will provide all services in accordance with accepted standards, including, but not limited to hiring a veterinarian for owner's mare at owner's expense.
3. The breeding season for _____ will begin Feb 1, 2018 and close June 1, 2018.

4. Invoices are due and payable by the 14th of the month to avoid 18% annum late fee. Owners account must be paid in full prior to any shipment of cooled semen.
5. Stallion owner offers a live foal guarantee. If the mare does not settle, produces a stillborn foal, or the foal is unable to stand and nurse, mare is eligible for a free return service the following year only if all services have been performed by a licensed veterinarian and under these conditions: **(Note: Guarantee is limited to the stallion service fee only, and the stallion owner and agents are held harmless from all liability).**
 - a). Mare must be halter broke, free from infectious or contagious disease, wormed regularly, vaccinated annually for EWT, strangles, and rhinoneumonitis, and certified in good physical and sound breeding condition prior to breeding, and thereafter, during her pregnancy. **A Negative Coggins and a copy of her Registration Certificate is required.**
 - b). Stallion owner must be informed of any foal death within 7 days, and of miscarriage within 30 days by certified letter, return receipt requested.
 - c). Mare must not have had her labor artificially induced, nor may she have been returned to an active performance career. Stallion owner has been allowed to breed through 3 heat cycles.
6. Should the stallion die or become otherwise unfit for breeding purposes prior to the mare being declared in foal, then all stallion service fees shall be refunded to the mare owner. In the event the stallion is sold or otherwise not owned by Joe & Nancy Berry, then the LFG shall immediately become null and void upon transfer of ownership.
7. The stallion service fee and all additional fees must be paid in full prior to semen shipment by certified cashier's check or credit card.
8. Owners shall receive up to three (3) shipments of cooled semen for the listed stallion service fee. Stallion owner's responsibility is to

ship semen in viable condition to the mare owner. Mare must be inseminated on the date of delivery by a licensed veterinarian. The semen may be used for the designated mare only.

9. Stallions have been blood typed. The semen has been analyzed and tested and is free from infectious and contagious disease. Stallions are tested negative for EVA. Sperm count, motility, collection, and packaging procedures, meet and/or exceed industry standards.
10. **All shipping and delivery fees are at mare owner's expense. Requests for semen must be received 24 hours prior to shipping on a regularly scheduled breeding day. Any semen orders that are called in the same day as collection and shipping will have to wait until the next collection day. Collection/shipping days are Monday, Wednesday, and Friday. NO EXCEPTIONS.** All requests for semen shipments shall be filled as received, subject to availability. If there is insufficient semen to fill all orders on a given day, the farm veterinarian will determine which orders are to be honored. This decision will be based on information provided by the mare owner's veterinarian. If the mare does not conceive or produce a live foal, and shipments are required the following year, a \$300 fee will be assessed, plus shipping charges.
11. Shipped semen service charges will be as follows: **(1) US and lower 48 states. Federal express priority overnight per shipment - \$300 (2). An Equitainer can be provided upon request, as soon as it becomes available. The container must be shipped back to Lazy JN Ranch by overnight carrier at the mare owner's expense, within 48 hours of the shipping date, unless Lazy JN Ranch is notified of a lost or stolen shipment, or the contract will be voided. A late fee of \$50/day will be assessed for all Equitainers not returned within 48 hours of the shipping date.**
12. 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 foal.
13. In the event it becomes necessary to refer debts arising from this contract to an attorney for collection, or if suit is instituted heron, mare owner agrees to pay all reasonable court costs and attorney's fees incurred in the suit or collections. Payment past due thirty (30)

days will be considered a default and stallion owner is entitled to a possessory lien against mare owner's horse(s).

14. Owner further agrees that this contract is mare and entered into the County of Tulare, in the state of California, 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 breeding solicitation.
15. **Owners signature on this contract certifies that he/she has read and fully understands all of the terms and conditions outlined herein, and accepts this contract as a legal and binding instrument on behalf of owner, owner's heirs, successors and assigns. This agreement constitutes the entire agreement between the parties. No other agreements, whether verbal or implied, are included. This contract may not be transferred or assigned.**

Accepted on: _____ 2018.

Accepted on: _____ 2018.

X _____
Signature of mare Owner/Agent

X _____
Stallion Owner / Agent

Lazy JN Ranch
32077 Rd 144
Visalia, CA 93292

559-750-8178 Heather
559-733-3510 fax

Mailing address
P.O. Box 3124
Visalia, CA 93278