

STALLION SERVICE CONTRACT

FOR BUYERS OF SEASONS TO _____

Judith Barrett
Godstone Farm
116 Long Stretch Road
Pine Grove, PA 17963

E-mail: godstone@godstonefarm.com
godstonefarm@comcast.net
Website: www.godstonefarm.com
Phone: (570) 345 - 3595

MARE NAME: _____ Year of Birth: _____

By: _____

Out of: _____ By: _____

MARE OWNER:

Name: _____

Billing Address: _____

Telephone:

Home: () _____ Work: () _____

Fax: () _____ Farm: () _____

E-Mail: _____

MARE STATUS: ___ Maiden ___ Barren ___ Slipped ___ Not Bred
 ___ In Foal To: _____ On _____ Cover
 ___ Foal at side by: _____
 ___ Insured? Amount Covered: \$ _____

VACCINATIONS: Evidence of vaccination checked below and a negative Coggins are necessary if the mare is to be boarded at Godstone Farm, otherwise, the mare will be vaccinated upon arrival.

___ Pneumabort K (virus abortion) ___ Rabies ___ Equine influenza ___ Potomac fever
___ E & W encephalomyelitis ___ Tetanus ___ Strep equi (strangles)

CLEAN CULTURE: Required for maiden or open mares.

CONDITIONS OF CONTRACT:

1. If the undersigned owner of the MARE (BUYER) at the time of breeding is also the Breeder of Record for the resulting foal, and the resulting foal is born in Pennsylvania, said Breeder agrees to pay whatever fees are necessary to register the resulting foal as a Pennsylvania-bred.
2. The undersigned BUYER covenants he/she is the owner of the MARE free from any encumbrances and has full right and authority to enter into this contract.
3. The undersigned SELLER, Judith Barrett, covenants that she has full right to enter into this contract on behalf of all owners of seasons to the STALLION.
4. The OWNER consents to the use of tranquilizer on the MARE during breeding and the use of ultrasonography for pregnancy.
5. The undersigned BUYER agrees to make full payment of the breeding fee when the resulting foal stands and nurses. A refund of the stud fee will only be made if the foal fails to stand and nurse.
6. The OWNER shall promptly pay GODSTONE FARM'S Boarding charges and any such charges relating thereto for the MARE and FOAL. GODSTONE FARM may refuse to breed the mare if any Boarding or Veterinarian bills are not paid.

7. Any fees (including boarding, foaling, and/or veterinarian fees) must be paid in full to GODSTONE FARM before the MARE is released to the BUYER. The BUYER shall notify GODSTONE FARM of the MARE'S planned departure date. If this does not occur GODSTONE FARM cannot guarantee that the bill will be completed by the time of departure and thus cannot guarantee that the MARE will be released on the scheduled departure date. GODSTONE FARM has first lien on MARE bred and the absolute right and authority to repossess the resulting FOAL, or at GODSTONE FARM'S option, to sell any or all of such animals and apply such sale moneys to the payment of any amount owed by the OWNER to GODSTONE FARM. In **ALL** actions, the OWNER is responsible for all attorneys and/or collection offices fees incurred by GODSTONE FARM in the collection of said accounts.
8. If BUYER has paid all monies due and owing to SELLER and GODSTONE FARM, and has fulfilled all other terms, the SELLER shall provide the BUYER with a stallion service certificate upon request.
9. No party to this contract shall have any further obligation if the MARE or the STALLION dies prior to service or if the MARE dies after service.
10. GODSTONE FARM and/or SELLER may refuse service and have no further obligation if not satisfied that the MARE is healthy and in sound breeding condition or that the STALLION is healthy and in sound breeding condition.
11. If the boarded MARE is insured, OWNER shall notify GODSTONE FARM in writing prior to the MARE'S arrival.
12. GODSTONE FARM may refuse to accept or immediately remove any horse determined by GODSTONE FARM to be dangerous to life and property.
13. The BUYER hereby indemnifies and saves harmless GODSTONE FARM and the SELLER, Judith Barrett, and the FARM'S owners, directors, officers, agents and employees and each of them harmless from costs, expenses, damages, claims, demands and actions whatsoever arising from or in regard to the breeding and boarding of the MARE and any foal thereof, and the parties agree that this clause shall survive the termination of this contract.
14. The BUYER shall not be liable or responsible for any disease, accident, or injury to the STALLION unless caused by or arising from any unhealthy condition of the MARE, and Judith Barrett and GODSTONE FARM, its partners, fractional interest owners, directors, officers, agents, employees and each of them shall not be liable or responsible for any disease, accident or injury of or to the MARE and/or foal, and the parties agree that this clause shall survive the termination of this contract.
15. This contract is not assignable or transferable by the BUYER. If the MARE is entered into a sale (regardless of whether the MARE is sold or not), or transported out of the continental United States, the non-Pennsylvania or published stud fee shall immediately become due and payable. Published stud fees for 2005; ACTIVIST \$1,500, ATTORNEY \$1,500, COCKY \$1,500, FASTNESS \$2,500, FREON FLIER \$1,000, Lil's Lad \$3,500 LFG, and SPECIAL TIMES \$2,500. There shall be no refund of said fee to anyone under any circumstances regardless of the state the mare foals, and specifically, any live foal guarantee made herein shall be deemed to be waived by BUYER and his/her successors and assigns.
16. If BUYER agrees to the "Mare foaling in Pennsylvania" discount the BUYER understands that the resulting foal will be foaled in Pennsylvania. If the resulting foal is foaled outside of Pennsylvania the amount discounted will become immediately due.

BREEDING FEE:

Live Foal Guaranteed:		\$ _____
Discount Options:	___ Mare foaling in Pennsylvania	\$ _____
	___ Multiple mares (3 or more)	\$ _____
	___ Other _____	\$ _____

TOTAL BREEDING FEE:		\$ _____

EXECUTION:

ACCEPTED BY BUYER, THE MARE OWNER: _____ (Signature)

Date: / /2004 _____ (Printed Name)

ACCEPTED BY SELLER, or AUTHORIZED AGENT: _____ (Signature)

Date: / /2004 _____ (Printed Name)