

DIAMOND J FARMS
3229 MEYER ROAD
NEEDVILLE, TX 77461
(979) 793-6002

STALLION SERVICE AGREEMENT

DATE _____

THIS AGREEMENT, made and entered into as of the year and date set out, by and between Joycelyn Kasmir, (hereinafter "Seller") and _____ whose address is _____ (hereinafter "Purchaser").

WITNESS, that for and in consideration of the premises, covenants and conditions set forth below, the parties agree as follows:

1. **Purchase of Breeding Nomination.** Seller now sells, assigns and reserves a 20 _____, breeding nomination to the Quarter Horse Stallion, Sparklin High Cotton, to Purchaser, and Purchaser hereby buys said breeding nomination from Seller.

2. **Mare to be Bred.** Purchaser agrees to breed the _____ (breed) broodmare, " _____ " to the Stallion during our set breeding season of **February 1st through June 15th, 20 _____**. The parties agree that no other mare may be substituted for the above named mare without the prior written consent of Seller. Prior to the breeding, Purchaser shall complete and present to Seller the Mare Information Sheet provided by Seller.

3. **Stud Fee.** The stud fee shall be \$500.00 with a non-refundable booking fee of \$100.00 with balance of \$400.00 due prior to mare leaving Diamond J Farms.

4. **Presentation of Mare.** Purchaser agrees that the Mare shall be healthy and in sound breeding condition upon presentation for breeding and Purchaser shall furnish a veterinary certificate to that effect along with the Mare Information Sheet to the Seller at that time. The Seller has the right to refuse to permit the breeding of the Stallion if and when, in her opinion such breeding would be detrimental to the health of the Stallion or safety of the attendants. In the event of such occurrence, Purchaser has the continuing duty to present the Mare as set forth herein.

5. **Live Foal Guarantee.** If, after the breeding and payment in full of the Stud Fee, the Mare proves barren, aborts or fails to produce a single live foal that can stand up alone and nurse, Seller will offer a return breeding to the mare, listed on this contract, during the Succeeding breeding season, Only, provided Purchaser must furnish a satisfactory veterinary certificate attesting to said occurrence with in 30 days of said occurrence. Should the Mare produce twins and Purchaser elects to register either or both of said twins, there shall be no return breeding. The Death, Sale, or Loss of Fertility of this Stallion, nullifies the Live Foal Guarantee.

6. **Color Foal Guarantee.** THIS STALLION WILL ALWAYS PASS A SINGLE CREAM DILUTION GENE TO EACH OF HIS OFFSPRING. Should, a mare produce a Live Foal (defined above), who, though actually a Smoky Black, must be registered as Black with its appropriate registry, the Seller will offer a return breeding to the mare, listed on this contract, during the Succeeding breeding season, Only. Please Note: It is not possible to guarantee a foal out of a Gray Mare, will not turn Gray. The Death, Sale, or Loss of Fertility of this Stallion, nullifies the Color Foal Guarantee.

7. **Non-assignability.** This contract shall not be assigned or transferred by Purchaser without the prior written permission of the Seller.

8. **Risk of Loss for Mare.** Seller shall not be liable or responsible for any accident, injury or disease incurred by the Mare and/or foal at side. Purchaser shall bear the risk of any injury or loss as to the Mare and/or foal at side.

9. **Binding.** THIS CONTRACT SHALL BE BINDING UNTIL A DUPLICATE SERVICE AGREEMENT, TO BE SIGNED BY PURCHASER UPON ARRIVAL, IS ON RECORD WITH THE SELLER.

10. **Representation.** Mare Owner represents that he is sole owner of the Mare " _____ " and that title is free and clear of any items or encumbrances.

11. The mare owner agrees to pay regular rates for board, farrier services, veterinary care, (including but not limited to all charges for palpating, ultrasounding, treating, or suturing of mare), while she is at DIAMOND J FARMS. **This Being Due At Time Of Mare Pick-Up.**

12. Seller may charge Mare Owner interest calculated at a monthly rate of 1 1/2% for any portion of the invoiced expenses not received by Seller. **NO BREEDERS CERTIFICATE WILL BE ISSUED UNTIL ALL ACCOUNTS ARE CURRENT.**

IN WITNESS WHEREOF, the parties hereto have affixed their hands as of the day and year below written.

Purchaser

Seller

Date

Date