



9950 US HWY 377 Pilot Point, TX 76258 940-365-2517 Ranch 940-365-9517 Fax
kullranch@gmail.com www.kullranch.com

STALLION SERVICE CONTRACT

This certifies that _____ (Mare Owner/Purchaser) has engaged service to the stallion, DE RENZO, for the mare, _____
Reg.No. _____ Breed _____ Age _____ for the 20__ season at a breeding fee of \$ _____

This contract is subject to the following:

1. A booking fee of \$ _____ of the above fee is payable with this contract and the balance of \$ _____ plus all unpaid expenses will be payable upon receipt of an invoice or when the mare leaves the farm, whichever is first. Booking fee is not refundable. Kull Ranch requires 48 hours advance notice when the Mare Owner wishes to remove his mare(s) from the farm. This will allow sufficient time to prepare the final statement so the Mare Owner may settle his account.

2. A PHOTOSTATIC COPY OF BOTH SIDES OF THE MARE'S REGISTRATION PAPERS, WITH CURRENT OWNER LISTED MUST ACCOMPANY CONTRACT. A VETERINARIAN'S HEALTH CERTIFICATE, INCLUDING UTERINE CULTURE, WORMING, IMMUNIZATION RECORDS & CURRENT COGGINS TEST SHALL BE FURNISHED UPON DELIVERY OF MARE TO KULL RANCH.

3. The mare owner/purchaser represents that the mare will be in a healthy and sound breeding condition. If information regarding worming and vaccination dates has not been furnished to Kull Ranch or, if mare and/or foal is not current on worming and/or vaccinations, such will be performed at Mare Owner's expense upon arrival and thereafter when appropriate. Flu, Rhino & Strep vaccine must be given before the mare arrives.

4. Mares that are not halter broken will not be accepted.

5. It is my understanding that Kull Ranch will not be responsible for accident, sickness, or death to my mare and/or her foal. The owners/management will exercise judgment in the care and supervision for her and/or her foal. It is also understood that I likewise will not be responsible for any disease, accident or injury to the stallion. Kull Ranch, stallion owners and/or agents will not be liable for any infectious, transmittable or inheritable diseases or conditions to the foal resulting from this breeding.

6. Kull Ranch agrees to diligently try to settle my mare. If, however, the mare does not settle, I will hold Kull Ranch harmless. There is no live foal guarantee for any mare leaving the breeding farm before checked safe in foal by the attending veterinarian. Any exception to this will be stated in writing and signed by Kull Ranch.

7. It is agreed that should the above named stallion die or become unfit for service, or if mare dies or becomes unfit to breed, then this contract shall become null and void and the booking fee refunded. For those with a return breeding from last year, if the stallion dies the mare owner may select another stallion with all monies paid applied to that stallion's breeding fee, if the mare dies the mare owner may substitute another mare to be bred; there will be no refund.

8. When the above named Mare Owner signs and returns one copy of this contract to the Breeder it will then be a binding contract on both parties, subject to the terms and conditions. Under Texas Law (Chapter 87, Civil Practice and Remedies Code). An equine professional is not liable for an injury to or the death of a participant in equine activities. This contract is not valid unless completed in full.

9. ALL EXPENSES MUST BE PAID UPON RECEIPT OF STATEMENT AND NO MARE LEAVES WITHOUT BEING PAID TN FULL. Interest at the rate of 1 1/2% per month (18% APR) will be added to all balances over 30 days old.

- 10.** A foaling fee of \$300.00 will be charged for any mare foaling at Kull Ranch.
- 11.** Kull Ranch hours are 8 a.m.- 5 p.m. M-SAT for delivery or pickup of mares. Please call ahead to make arrangements for any different arrival times.
- 12.** This contract is not transferable or assignable. There shall be no right of return to the stallion if the mare named in this contract is sold or otherwise changes ownership after being serviced by the stallion except at the discretion of the stallion owner or Kull Ranch.
- 13.** Kull Ranch Guarantees a live foal (with return the following season only) from the semen contracted on the stallion named in this contract. A live foal is described as a newborn foal that stands and nurses without assistance.
- 14.** All mares must stay at Kull Ranch until pronounced safe in foal. Our breeding season will end June 30, and no mares will be bred after this date unless Mare Owner of an open mare request additional attempts to be made to breed the mare. Mares bred in June may be picked up without the 30-day pregnancy check, but stud fee must be paid in full. You must then have your veterinarian check your mare 45 days post breeding date and promptly send Kull Ranch a statement stating results of the examination. Live foal guarantee will apply to these mares whether in foal or not in foal. There will be no money refunded.
- 15.** If the mare does not produce a live foal (a foal that stands & nurses without assistance) as a result of the breeding, the stallion owner gives a live foal guarantee and in lieu of all other obligations will give a return breeding the following season (only) not including mare care or veterinarian expenses, subject to the following exceptions and qualifications:
- (a) If the mare is removed from the Kull Ranch premises without written certification of pregnancy by the attending veterinarian the live foal guarantee will be void unless at the time of such removal the mare has been checked open by such veterinarian and Kull Ranch certifies in writing that further breeding efforts will not be made.
 - (b) If the mare is checked in foal and later aborts or fails to produce a live foal, the live foal guarantee will be void unless the mare owner/purchaser notifies Kull Ranch by telephone or fax within 48 hours after foaling or aborting, and within 15 days thereafter furnishes Kull Ranch a certificate by a licensed veterinarian substantiating the abortion or death of the foal and specifying the full particulars as to cause.
 - (c) If the mare is checked in foal but dies after leaving Kull Ranch and before foaling, the live foal guarantee will be void unless the mare owner/purchaser notifies Kull Ranch by telephone or fax within 48 hours after the mares death, and within 15 days thereafter furnishes a certificate by a licensed veterinarian substantiating the death and specifying the full particulars as to cause.
- 16.** A Breeder's Certificate will be issued only after mare owner has notified Kull Ranch in writing that the mare has produced a live foal and all bills on the mare have been paid. When the mare owner transfers ownership of the mare before foaling, a Breeder's Certificate will be issued upon such transfer when all conditions of this contract have been met to date. Owner recorded on Registration Certificate will be recorded on the Stallion Breeding Report.
- 17.** Kull Ranch shall have Possessory Lien on mare for all unpaid bills. Mare owners shall be responsible for reasonable attorney's fees and court costs if necessary to collect fees due hereunder.
- 18.** This contract shall be construed and governed by the laws of the County of Denton, State of Texas, and shall be binding upon the parties hereto and their personal representatives.
- 19.** All payments may be made by Check, Visa, MasterCard or American Express and all funds must be US. If paying by check leave Credit Card Form blank.
- 20.** Orders for shipments are filled on a first come, first served basis. Orders placed after 8:00am central time on the day of the collection cannot be guaranteed. The mare owner is responsible for shipping charges for cancellations received after shipment has already been sent. Shipment orders cannot be guaranteed if they are placed via e-mail, you must call to confirm.

I hereby agree to these terms & conditions as set forth in this contract. (MARE OWNER Signature)

Stud Fee must be paid in full before semen is shipped.

Breeding/Shipping Information

2010 Breeding Fee: \$2000 LFG* No Chute Fees(vet fees will be billed directly to owner)

Mare Care: (circle one)

Dry: \$15 pasture/ \$17 mare barn

Wet: \$17 pasture/ \$20 mare barn

(Right margin for Office use only)

Pasture _____ Barn _____

Pasture _____ Barn _____

Shipped Semen:

1st Shipment FREE(excluding futurities & re-breeds)

Additional shipments are as follows:

\$100.00 On Farm Pickup

\$200.00 Overnight Delivery (FedEx)

\$350.00 Counter to Counter Delivery (Amer Air)

First Shipment _____

Additional Shipment:

On Farm P/U _____

FEDEX _____

C-to-C _____

ALL Futurities & Re-Breeds:

\$200 per shipment(Fed Ex)-1st to last shipment

Furity _____

Re-Breed _____

All shipped semen fees must be paid prior to shipment.

Container must be returned immediately per instructions provided.

Collection Days: Semen must be requested by phone call only before 10:30 a.m. CST on M, W, & F only.

Owner/Breeder Contact Information:

Name & Address of mare owner:

Name

home phone number

Address

cell phone

City, st , zip

email address

Ship to information(if Applicable):

Contact/Name of place

Physical Address(no P.O. Boxes)

phone number

*LFG Live Foal Guarantee: means that a single live foal shall stand and nurse. It is understood that if after the mare is confirmed pregnant, and she proves barren, aborts, absorbs or the foal is stillborn, a return breeding will be guaranteed **the following breeding season only. (one time)**, providing proper notification is given and the following fees and conditions are met. **Proper notification** is defined as written certification by a licensed veterinarian **within seven days** that the mare has slipped or produced a non-viable foal. A different mare may be substituted. When the initial or replacement mare is confirmed pregnant, the contract is filled, there are no guarantees on re-breeds at this point.

Paint, Pinto, & Appaloosa Mares: There are NO COLOR GUARANTEES

Checks may accompany this signed contract via USPS mail, OR a valid credit card must be given to Kull Ranch, Inc. and this signed contract may be faxed to 1-866-661-5843 or emailed to kullranch@gmail.com.

This contract is NOT complete until fees are paid.

Kull Ranch will contact you upon receiving this contract to put a secure credit card on file.

We accept VISA. MasterCard, & American Express

I agree to the above terms regarding mare care or shipping _____

Signature of Mare Owner