

KULL RANCH

9950 US HWY 377
PILOT POINT, TEXAS 76258

KULLRANCHINC.COM
KULLRANCH@YAHOO.COM
ANNA HORN 601.954.2335

STALLION SERVICE CONTRACT

This certifies that _____ (Mare owner/Purchaser) has engaged service to the stallion _____ for the mare, _____, Reg. No. _____ Breed _____ Age _____ for the 20__24__ 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 the 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 vaccinations, such will be performed at Mare Owner's expense upon arrival and thereafter when appropriate. Flu and Rhino vaccine must be given before the mare arrives
4. Mares that are not halter broke will not be accepted.
5. It is my understanding the Kull Ranch will not be responsible for accident, sickness, or death to my mare and/or foal. The owners/management will exercise judgment in 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 of 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 IN 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 7 a.m. – 5 p.m. daily 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 of Kull Ranch.

13. Kull Ranch Guarantees 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 death and specifying the full particulars as to cause.

(c) If mare is checked in foal but dies after leaving Kull Ranch and before foaling, the live foal guarantee will be void unless 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. Orders for shipments are filled on a first come, first served basis. Orders placed after 8:00 am 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 and conditions as set forth in the contract. MARE OWNER/PURCHASER

Stud Fee must be paid before semen is shipped.

Fed Ex Fee \$350.00 Per Shipment SAT FED EX 375.00

Counter to Counter \$400.00 Per Shipment

Mare must be inseminated by a licensed Veterinarian. Semen must be used for designated Mare only.

Street address to be shipped to:

Name _____
Address _____
City/State _____
Zip Code _____
Phone # _____

Veterinarian:

Name _____
Address _____
City/State _____
Zip Code _____
Phone # _____

Closest Airport _____

Is Mare Insured Yes _____ No _____

Insurance Company Name _____

Policy Number _____

Emergency # _____

Billing Address:

Name _____
Address _____
City/State _____
Zip Code _____
Phone # _____

Ranch Information:

Please complete if your mare is being bred at the Ranch:

Board per day: Please check applicable.

MARE MOTEL DRY (PER DAY) \$22.50 _____

MARE MOTEL WET (PER DAY) 25.00 _____

Blacksmith and Veterinarian expense as necessary

Special Care available (By Quote): _____

Foaling out Service \$550.00 _____

I accept the above agreement:

Signature- Mare owner/Authorized Agent _____

Signature- Stallion owner /Authorized Agent _____

CREDIT CARD INFORMATION

NAME ON CARD _____

CREDIT CARD NUMBER _____

CV CODE _____ EXP DATE _____

BILLING ADDRESS _____

PHONE NUMBER _____

SIGNATURE OR AGENT _____

EMAIL _____

MONTHLY INVOICES WILL BE EMAILED AND CHARGED TO CC ON FILE AND A FORM OF PAYMENT MUST BE ON FILE WITH HOOVES AND PAWS VET CLINIC, IN AN EFFORT TO BETTER SERVE OUR CLIENTS. SHOULD YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT CHARGES PLEASE EITHER CALL THE CLINIC DIRECTLY FOR VET CHARGES OR CALL ANNA FOR BREEDING INFO ON YOUR MARE.

HOOVES AND PAWS 940.365.9430

ATTENDING VET IS DR BRET SPENCER

ANNA HORN 601.954.2335

