

Bartell Farm

Jenny & Tempie Bartell
68500 Grays Corner Rd
Imbler, OR 97841

2019 STALLION SERVICE CONTRACT & AGREEMENT (revised 1/21)

THIS AGREEMENT made and entered into this ___ day of ___ 2020

between _____, Referred to as "mare owner" and Jenny & Tempie Bartell hereinafter referred to as "stallion owner". Whereas the mare owner wishes to breed the mare named:

_____ breed: _____ registration # _____ to the AMHA registered stallion **Ragtime Dun D**, AMHA #162176.

1. **BREEDING FEE:** Stallion owner hereby reserves for mare owner a season's booking in **2021** to the stallion named above, for service to the mare, named above. In the consideration of the reservation by the stallion owner, in the amount of: \$100.00 shall accompany the breeding contract and shall constitute consideration for the reservation and/or effort and expenses of the stallion owner, to service or attempt to service above named mare. The mare owner agrees to pay in full the balance of **\$550**, is **due upon live coverage service**. Balance of breeding fee is required in accepted tender of cashier's check, or payment directly to stallion owner's bank account (via a bank wire transfer) or cash.

a. The mare owner agrees to promptly pay all stallion owner's charges incorporated herein this agreement. No mare shall be released unless otherwise agreed in writing between contractual parties, until bills are paid in full to stallion owner including any veterinary fees incurred pursuant to this contract, while mare owner's mare is under the breeding care of stallion owner.

b. Mare, requiring medical attention, special feed, or other special requirements as deemed urgent and life threatening, may be subject to an increased board rate. These fees are the responsibility of the mare owner.

c. Mare owner may not substitute another mare without prior written consent of stallion owner.

2. **CONDITIONS FOR LIVE COVER:** Stallion service will only be provided to healthy mares in sound breeding condition. In the event the mare is open, stallion owner requires mare owner's veterinarian to submit a current negative intrauterine culture certificate (dated within 45 days). Mare owners must declare and ensure the current status of mare's immunization before mare is unloaded onto stallion owner's facility. **Mare must be current on at least EWT vaccinations**. West Nile is highly recommended as it has been detected in our area.

a. Mare's hind shoes must be removed prior to breeding by mare owner or by stallion owner if mare arrives at facility in shoes.

b. Upon positive signs of reception, the stallion owner will have the mare live covered AT LEAST every other day while the mare continues to be receptive to the stallion. A report of the cover dates will be supplied to the mare owner as well to the American Morgan Horse for foal registration purposes.

3. **MARE CARE:** Mares to be bred on stallion owner's facility will be charged \$3.00 per day for dry mares and \$5.00 a day for mares with foals, unless other arrangements are listed herein.

Other arrangements: NONE

a. Mare owner agrees to allow a licensed veterinarian to check the mare while at stallion owner's facilities for normal breeding conditions and services. A routine follicle exam may be done by the stallion owner's veterinarian prior to breeding and considered part of the routine vet care. Should any abnormalities or indication of infection exist, mare owner will be notified and vet treatment must be done prior to live cover.

4. **RETURN SERVICE:** This contract is for a Live Foal Guarantee, will the mare owner have the right to return to the above named stallion in 2022 prior to September 1st, and only under the following circumstances
- a. Stallion herein named is still alive and owned by Stallion Owner in return year of 2022.
 - b. All rights of return to stallion require no past due or outstanding payments of costs related to 2021 contract.
 - c. If the mare does not settle in the present breeding season, she is eligible to return in the following season year, providing the mare owner submits a veterinarian's certificate to that effect.
 - d. If the mare does not become pregnant after 3 attempts either by live cover, a culture and cytology will be required before any return service is authorized.
 - e. If the mare is in foal but becomes open during gestation, she is eligible for return in 2022, prior to September 1st, if stallion owner receives a vet certificate of being open within five working days of examination. Stallion facility only receives mares for breeding between March 1st & September 1st of each year.
 - f. If the mare produces a live foal that is unable to stand on its own and nurse and subsequently dies, a veterinary certificate must be provided to stallion owner within five days of death. "Live Foal" as used herein is a foal that stands and nurses without assistance for 24 hours after birth.
 - g. In each and all cases the required veterinarian certificate shall affirm that the mare has been immunized for equine rhinopneumonitis at gestation month 5, 7 and 9. Where appropriate the certificate shall confirm that the mare **was properly cared for during the gestation period and was attended during foaling.**
 - h. All rights of return to stallion require no passed due or outstanding payments of costs related costs in items 1, 4 and 5 herein.
5. **REGISTRATION OF FOAL:** Stallion owner shall list mare owner's details on AMHA stallion Report as required by AMHA.
6. **REFUND OF FEES:** NONE. Unless otherwise stated herein.
7. **NON-ASSIGNMENT:** This agreement cannot be transferred or assigned by the mare owner. There shall be no right of return of mare to stallion if mare is sold or otherwise change ownership after being serviced by the stallion.
8. **LEGAL FEES OR ACTIONS:** In the event it may be necessary for stallion owner to employ an attorney to enforce the terms and conditions of this contract, or as a result of mare owner's breach, mare owner agrees to pay all attorney fees arbitration and/or court costs expended by stallion owner through and including any execution of any judgment. Any legal action regarding this agreement or the services to this mare shall be commenced in Washington.
9. **LIABILITY WAIVER:** Mare owner shall indemnify, defend and save harmless stallion owner, its officers, directors, agents and stallion from any and all claims for loss of damages for bodily injuries, including death, or loss of property (including horse or horse trailer).
10. **OTHER MISCELLANEOUS CONDITIONS:**
- a. Stallion owner retains sole and absolute authority to select where stallion stand at all times.
 - b. All guarantees are automatically lost or forfeited if mare is taken to any other stallion before coming back to stallion herein named, for return service.
 - c. Any attempted assignment of this agreement without the express written consent of the stallion owner and mare owner shall be void.

d. All reasonable efforts will be made by stallion owner to provide visiting mares and foals with proper care for their safety and health. However, stallion owner shall NOT be liable for any loss or death, sickness, disease or injury suffered during the time the mare and/or foal are in the custody of stallion owner. Mare owner fully understands the stallion owner does not provide any public liability, accidental injury, theft or equine mortality insurance for the horses in custody of the stallion owner and all risks connected with the stallion service and boarding/mare care and/or foal are to be borne solely by the mare owner. The stallion owner is NOT responsible for notifying the mare owner's insurance company. In the event such notification is required by the terms of the mare owner's insurance policy, stallion owner will notify mare owner immediately. All terms and conditions of the mare owner's insurance policies are the mare owner's responsibility.

e. In the event any section, paragraph, sentence, clause or phrase contained in the agreement documents shall be determined, declared or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication in no manner affects the other sections and paragraphs.

DATE: _____
STALLION OWNER: **Jenny & Tempie Bartell**
AMHA #1369774

MARE OWNER (print): _____
AMHA # _____

Signature: Stallion owner or authorized agent
Bartell Farm
68500 Grays Corner Rd. Imbler OR 97841
Phone: 541-975-3555
Email: bartellfarm@gmail.com

Signature of mare owner or authorized agent
Address: _____

Phone: _____
Email: _____