

Westberry Morgans

2021 Stallion Service Contract & Agreement

THIS AGREEMENT made and entered into this ___ day of 2021 between _____, referred to as “mare owner” and _Alexandra Hodson_____ hereinafter referred to as “stallion owner”. Whereas the mare owner wishes to breed the mare named: _____ Breed: AMHA Registration # _____ to the AMHA registered stallion **Four Hearts Ace, AMHA # 194535**.

- 1) **BREEDING FEE:** Stallion owner hereby reserves for mare owner a season’s booking in 2020 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: **_\$250_** 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 the above named mare. The Stallion Service Fee: **\$500**. The balance of fee is due prior to the initial shipment of semen. Payments should be made to stallion owner by the following method:
 - a) PayPal. Payments should be sent to westberrymorgans@gmail.com. The mare owner will cover the service charge fee.
- 2) **SHIPPED COOLED SEMEN:** Collection will occur at and be shipped by High Plains Genetics, LLC in Piedmont, South Dakota. A non-refundable collection and shipping fee must be paid by the mare owner to High Plains Genetics, LLC prior to collection. This fee was **\$275+tax** as of 6/1/2020, but is subject to change. The mare owner understands that scheduling for collection and shipping is dependent on High Plains Genetics, LLC business hours of service.
- 3) **LIVE FOAL GUARANTEE:** A live foal is one that is able to stand and nurse for 24 hrs. If a live foal is not produced from the 2020 breeding referred to in this contract, a rebreed will be guaranteed for the year following the date of this contract. The following conditions apply:
 - a) Written certification by a licensed veterinarian should be provided to the stallion owner within 5 working days that the mare has slipped or produced a non-viable foal. The veterinarian must affirm that the mare has been immunized for equine rhinopneumonitis at gestation month 5, 7 and 9. Where appropriate the vet shall confirm that the mare was properly cared for during the gestation period and was attended during foaling.
 - b) There are no past due or outstanding payments of costs related to this contract.
 - c) A non-refundable collection and shipping fee must be paid by the mare owner to High Plains Genetics, LLC prior to collection.
- 4) **REGISTRATION OF FOAL:** Stallion owner shall list mare owner’s details on AMHA stallion Report as required by AMHA.
- 5) **REFUND OF FEES:** NONE. Unless otherwise stated herein.
- 6) **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.
- 7) **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 South Dakota.

8) OTHER CONDITIONS:

- a) Stallion owner retains sole and absolute authority to select where stallion stands 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) 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:	Date:
Stallion Owner: Alexandra Hodson	Mare Owner:
AMHA# 1402190	AMHA#
Signature	Signature
Address: 5800 Soldier Road Rapid City, SD 57702 Phone: 605- 431-9309 Email: westberrymorgans@gmail.com	Address: Phone: Email: