

**Design Sport Horse**  
**STALLION SERVICE AGREEMENT**  
**FOR LIVE COVER OR ARTIFICIAL INSEMINATION ON SITE**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

**DESIGN SPORT HORSE**, its representatives, successors and assigns, (hereinafter "Design Sport Horse") and

\_\_\_\_\_ (hereinafter "Owner")  
 \_\_\_\_\_ (FIRST NAME) \_\_\_\_\_ (MIDDLE NAME) \_\_\_\_\_ (LAST NAME)

residing in \_\_\_\_\_, \_\_\_\_\_, owner of the \_\_\_\_\_ mare  
 \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_ (BREED and REG. NUM.)

named \_\_\_\_\_ . Owner agrees to breed the mare to the stallion  
 \_\_\_\_\_ (REGISTERED NAME)

**Grand Design** FSHR registration number 1999041 a buckskin dun near leopard Friesian /Appaloosa Stallion and

agrees to pay a breeding fee of \$\_\_\_\_\_ covering the 20\_\_\_\_ season, \_\_\_\_\_, 20\_\_\_\_ to  
 \_\_\_\_\_ (MONTH) \_\_\_\_\_ (DAY) \_\_\_\_\_, 20\_\_\_\_, to Design Sport Horse according to the following schedule:  
 \_\_\_\_\_ (MONTH) \_\_\_\_\_ (DAY)

- 1** Two Hundred and No/100ths Dollars (\$200.00) non-refundable fee is due with the execution of this Agreement, to "book" the stallion. This booking fee is applied toward the stud fee listed above.
- 2** The remainder of the stud fee is due in full before breeding of the mare commences.
- 3** In Addition, Owner agrees to pay the following expenses, which shall be paid in full by certified check before the mare leaves the breeding facility, **OR** within thirty (30) days of billing on approved credit.
  - A) Board to be calculated at the rate of \$\_\_\_\_\_ per day for a dry mare **OR** \$\_\_\_\_\_ per day for a mare with a foal at side.
  - B) Veterinarian and farrier fees including drugs, medications, supplies and sales tax.
  - C) All other expenses reasonable and necessary to insure the well being of the mare [and foal].
  - D) All necessary and Owner requested breeding service fees including but not limited to: pre-breeding testing; drugs; insemination, culture, and ultrasound fees; infection treatments, etc.
  - E) Design Sort Horse shall have a priority possessory lien in the mare for all charges incurred hereunder.
- 4** Prior to, or at the time of, arrival of the mare, Owner shall certify to Design Sport Horse: That **within the past six months** the mare has received:
  - A)
    - 1) A negative Coggins test, a copy of which must be supplied.**
    - 2) Inoculation against sleeping sickness and tetanus infection.**
    - 3) Vaccination for influenza.**
    - 4) Nasal vaccination for strangles** produced by Fort Dodge Pharmaceuticals.
    - 5) Vaccination for Potomac horse fever.**
  - A) That **within the past 90 days** the mare has received **rhinopneumonitis** vaccination.

- B) That the mare has **OR** will have performed at breeding facility at Owner's cost, a current uterine culture (**taken while the mare is in heat**) and submitted to a recognized laboratory showing the mare to be in sound breeding condition and free of infection.
- 5** If evidence of compliance with paragraph 4A-C above is not present upon delivery of the mare, Design Sport Horse will either refuse acceptance of the mare to the breeding facility **OR** will have these requirements performed at Owner's expense. Owner consents to such cultures and laboratory work as deemed necessary by the veterinarian selected by Design Sport Horse and agrees to pay the reasonable cost of same.
- 6** For live cover, the mare's hind shoes must absent. Where shoes are present, Owner hereby consents to shoe removal.
- 7** Design Sport Horse reserves the right to refuse acceptance of the mare or terminate this Agreement if:
- A) In its sole judgement, it deems said mare to be dangerous, unacceptable in conformation, pedigree or temperament to produce a foal which will complement both the stallion and the mare. In the event booking fees have been paid, a full refund will be made within 30 days.
- A) In its sole judgement, it deems said mare has developed one or more major medical problems which preclude the safe breeding of said mare. Upon notification of Owner, this Agreement shall terminate and the parties shall be relieved of any further obligation or liability hereunder, except for the Owner's obligation to remove the mare from the breeding facility at his/her expense and to pay all outstanding bills for services rendered.
- B) In the event Design Sport Horse determines in good faith that a **debilitating or life threatening injury** has occurred to Owner's mare or foal, Owner grants authority to initiate customary medical procedures. Owner shall be informed of any injury at the first reasonable opportunity. It shall be the obligation of Owner to provide Design Sport Horse with all necessary information to comply with insurance policies covering the life or medical care of Owners horse(s).
- 8** Design Sport Horse guarantees a **live foal** from this mating. A live foal is defined for the purpose hereof as one which stands and nurses. Should the mare die, not conceive, abort at any time after her departure from the breeding facility, or should her foal be born dead, die before standing and nursing, or present birth defects such that a qualified veterinarian recommends that the foal be put down:
- A) Design Sport Horse will provide re-breeding of said mare under the terms and conditions set out herein during the breeding season dates set forth in this Agreement; provided the stallion is available to Design Sport Horse and capable of servicing mares. In the event that the stallion is not available to service mares, Design Sport Horse shall have the right to provide a substitute stallion for the breeding. **OR**
- A) Design Sport Horse will provide re-breeding of said mare during the following breeding season at the original stated breeding fee, with additional services provided according to Design Sport Horse's terms and fee schedule applicable to the new breeding season; provided the stallion is available to Design Sport Horse and capable of servicing mares. In the event that the stallion is not available to service mares Design Sport Horse shall have the right to provide a substitute stallion for the breeding.
- B) Design Sport Horse's obligations under this Agreement are limited to those set forth herein, and no other warrantee, stated or implied, shall be enforceable
- 9** Design Sport Horse's guarantee shall not apply unless:
- A) Owner provides for the mare to be examined by a licensed veterinarian no later than forty-five (45) days after the last day bred **OR** before the mare is re-bred, whichever occurs first. The mare's status at the time of the exam must be reported in writing and signed by the veterinarian performing the exam, with a copy of the report delivered to Design Sport Horse within ten (10) days of the exam **OR** before the mare is re-bred, whichever occurs first.
- B) Design Sport Horse is notified by letter or telephone within ten (10) business days in the event of an abortion or the foals death.
- C) A statement from a licensed veterinarian is delivered to Design Sport Horse within fourteen (14) days of the abortion or death of the foal, certifying the occurrence and details thereof.

- D) Owner executes new breeding contracts and delivers the mare for re-breeding within the breeding season dates set forth in this Agreement **OR** within Design Sport Horse breeding dates of the following breeding season (should the delivery of the dead foal or abortion occur out of the season set forth in this contract). In the event that Owner fails to deliver the mare for re-breeding within the above specified time period, any and all fees paid shall **not** be refunded and this contract is thereby unconditionally terminated. In the event the mare cannot be settled or continually aborts, Owner may substitute another mare with prior notice and approval by Design Sport Horse.
- 10** Purchased or booked breedings must be used within 2 (two) years of the date on page 1 (one) of this Contract. If no attempt has been made to use the breeding, this contract becomes void two (two) years from date signed and no refunds shall be issued.
- 11** Design Sport Horse makes no claims as to the genetic characteristics of the stallion other than information available through his pedigree and through a visual inspection. He is believed to be sound and to produce sound, healthy foals. Owner shall have access to the stallion for any ordinary and reasonable tests and examinations to be performed by a qualified professional, to be performed at the stallion's place of residence, at Owner's sole expense, applying tests that are not likely to cause risk of injury or death to the stallion.
- 12** Owner acknowledges that Design Sport Horse sometimes contracts with third parties for the care and management of the stallion and visiting mares, and that the location of the breeding facility where breedings are to be performed is subject to change without prior notification.
- 13** Owner acknowledges that horses are dangerous animals, with a propensity to act unexpectedly in response to naturally occurring events, human conduct, and other animals. Owner waives for themselves, their agents, and heirs all rights to hold Design Sport Horse, Cindy Bellamy, Shirley Smith and Gordon Miron, their employees and agents, including but not limited to farriers, and veterinarians, liable for any injury, death, loss or damages of any kind that may occur to horse(s), individuals, or equipment while under the care and control of Design Sport Horse.
- 14** This Agreement, signed by the respective parties at the places below and on the dates set forth on page one of this Agreement, constitutes the entire agreement between the parties and may not be amended or modified except by a mutual exchange of written instrument. This Agreement or any rights or obligations hereunder may not be assigned without prior written consent of both parties.
- 15** Either party may terminate this Agreement for failure of the other party to meet any material terms. In the case of a default and a court action for damages, the prevailing party shall have the right to recover attorney fees and court costs.
- 16** This contract shall be governed and construed under the laws of the State of Minnesota. Any court action based upon this Agreement shall be conducted within Minnesota.

**Information about Owner:**

Owner Name \_\_\_\_\_ Farm Name \_\_\_\_\_  
 (PLEASE PRINT)

Address \_\_\_\_\_ City \_\_\_\_\_  
 (NO P.O. BOXES, PLEASE)

State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone: (\_\_\_\_\_) \_\_\_\_\_

Work Phone: (\_\_\_\_\_) \_\_\_\_\_ Other Phone: (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

**Information about the mare to be bred:**

Nick Name \_\_\_\_\_ Height \_\_\_\_\_ Color \_\_\_\_\_

Date of Birth \_\_\_\_\_ Markings, scars, brands or tattoos \_\_\_\_\_

Sire (Name & Breed) \_\_\_\_\_ Dam (Name & Breed) \_\_\_\_\_

Date of Last Foal \_\_\_\_\_ Sired By (Name & Breed) \_\_\_\_\_

Please list any information that may be helpful in the handling and care of the mare or her breeding history:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In case of emergency with mare, and Owner cannot be reached, contact: \_\_\_\_\_

Is the mare insured? \_\_\_\_\_ If yes, please list all necessary insurance information, and procedures required by insurance company in the event of an emergency: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Veterinarian Information:**

Veterinarian name: \_\_\_\_\_ Clinic name: \_\_\_\_\_

Clinic address: \_\_\_\_\_  
(NO P.O. BOXES, PLEASE)

Clinic telephone #: \_\_\_\_\_ Clinic emergency #: \_\_\_\_\_

<b>DESIGN SPORT HORSE</b>		<b>MARE OWNER</b>	
_____	_____	_____	_____
<b>Stallion Manager Signature</b>	<b>Date</b>	<b>Owner Signature</b>	<b>Date</b>

PLEASE ATTACH A CLEAR PHOTO OF THE MARE

PLEASE MAKE CHECKS PAYABLE TO Gordon Miron

**Design Sport Horse  
17260 Ingersoll Avenue No  
Hugo, Minnesota 55038  
Phone: 651-653-6217  
E-mail: ramsar17260@earthlink.net**