

WARNING: UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.

**On Site Stallion Service Contract**  
**Pinnacle Performance Breeding Services at Darren Miller Stables. Inc.**  
**www.darrenmillerstables.com**  
**667 South Almstead Road, Watkins, Colorado 80137**  
**Rhoda Rein 303/618-0749**

This agreement is made and entered into this \_\_\_\_\_ day/year of \_\_\_\_\_, by and between Rhoda Rein, hereinafter designated Stallion Manager, and

\_\_\_\_\_, hereinafter designated as Mare Owner.

Mare Name &  
Number \_\_\_\_\_

Stallion Name/Fee  
\_\_\_\_\_

1. The Stallion Service fee includes a \$250 non-refundable chute fee which shall be payable upon the execution of this contract. This contract is for the season which begins February 1 and ends July 15th. The Mare will not be released to the owner or his representative until all fees are paid to date, unless other arrangements have been made between the Parties. We reserve the right to charge a late fee of 1.5% commencing 30 days after payment is due.
2. Stallion Manager agrees to provide suitable facilities for the care and feed of the mare and/or foal while in custody. Mare owner agrees to the following rates: Dry mares are \$12.00 per day. Wet mares are \$14.00 per day. Mares who will foal on premises will be charged as dry mares until foaling. Foaling is \$300 in addition to board expenses.
3. Stallion Manager will exercise judgment in care and supervision of mare and/or foal. Mare Owner warrants that the Mare shall be in a healthy and sound breeding condition and agrees that the Stallion Manager has permission to have the Mare treated by a veterinarian as deemed necessary for the health and safety of the Mare and/or foal.
4. All veterinarian and farrier expenses will be paid by Mare Owner as agreed above. We require a 16 day and 30 day pregnancy check on all mares. Reproduction fees are \$250 per heat cycle and include ultrasound for heat and pregnancy detection and stallion collection. Any use of hormone therapy such as Regumate or additional procedures such as caslicks, culture or biopsy will be charged additionally.
5. Stallion Manager and Breeding Manager will diligently try to settle the Mare as quickly as possible. Mare Owner agrees to give Stallion Manager and Breeding Manager ample opportunity to settle the mare (having bred her through at least two (2) heat periods within the season).
6. Neither the Stallion Manager, the Breeding Manager, the Stallion Owner, nor any person associated with them shall be liable for the death, sickness, and/or accident to the Mare and/or foal.
7. This contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal who stands and nurses without assistance. Should the Mare prove not to be in foal in the year bred or lose her foal, or should the foal not stand and nurse without assistance, Mare Owner shall notify Stallion Manager in writing within one week of the foaling date (or the date that the Mare is

proved to not be in foal or loses her foal); such notice shall be accompanied by a statement from a licensed veterinarian verifying that the foal is not "live" as defined above or has been lost as stated above. Under the foregoing circumstances it is agreed:

a. Stallion Owner shall give to Mare Owner a free season to the Stallion the following year only and to the same Mare originally booked (unless otherwise mutually agreed in writing between Mare Owner and Stallion Owner. Should Stallion die or become unfit for service after the Mare is pronounced safely in foal, Stallion Owner/Manager shall not be in breach of this contract and is released from all further responsibility.

b. If Mare Owner fails to deliver the Mare (or an agreed upon substitute) for rebreeding the following year; then any and all fees paid shall not be refundable; the right to rebreed is cancelled and Stallion Owner is released from any further obligation whatsoever. Mare Owner may not transfer or reassign this contract in the event that the mare is sold or otherwise disposed of.

8. Stallion Owner will not give a "Live Foal Guarantee" for any Mare leaving Darren Miller Stables unless the Mare has been pregnancy-checked and found to be in foal by Breeding Manager.

9. Open mares (or their agreed upon substitute) that are returned to the Stallion for a qualified rebreed shall be at Darren Miller Stables on or before March 15 of the following breeding year that the contract was made. The fee of \$250 is applicable to all rebreeds.

10. Mare Owner agrees that Stallion Manager and the Stallion Owner have not made and do not make any representation or warranty as to the quality, or conformation of the foal nor that the foal will be free of any infirmity, conformation defect, disease, or inherited trait. Stallion Manager and Stallion Owner make no implied warranties of merchant ability or fitness for a particular purpose.

11. All parties acknowledge that this agreement is made and shall be entirely performed within the State of Colorado and shall be construed and enforced under the laws of the State of Colorado. Under Colorado law, an Equine professional is not liable for an injury or death of a participant in Equine activities resulting from the inherent risks of Equine activities.

12. A photocopy of the Mare's registration papers must accompany contract. The owner recorded on the Mare's registration certificate will be the name recorded on the Stallion Breeding Report. If your mare is insured, please leave the name and telephone number of your agent.

13. A Breeder's Certificate will be issued for the foal conceived by the mating when stallion fees and all other expenses have been paid in full. Mare Owner will receive a Breeder's Certificate when the Stallion Manager/Stallion Owner has been notified that a live foal has been produced. Mare owner is responsible for seeking registration and will pay all associated fees related to registration and nominations included, but not limited to AQHA Incentive Fund.

14. Failure of Stallion Manager or the Stallion Owner or their representatives to insist upon any of the rights, provisions or remedies contained herein shall not be deemed to be a waiver of any nature.

**Health Information:**

last deworming: \_\_\_\_\_ dental work: \_\_\_\_\_

vaccination type/date: \_\_\_\_\_

shod/trimmed: \_\_\_\_\_

any special needs/insurance

info: \_\_\_\_\_

emergency amount to spend: \_\_\_\_\_ insured:

yes / no

Breeding Information: circle one Maiden Foal at Side No Foal

In Foal

history/ produce history/foaling info: any uterine infections? caslicks? regumate history?

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

Mare Owner Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone:  
day \_\_\_\_\_ evening \_\_\_\_\_

mobile/page \_\_\_\_\_ e-mail \_\_\_\_\_

Credit Card Information: Exp  
Date \_\_\_\_\_ Amount \_\_\_\_\_

Name on Card: \_\_\_\_\_ Type: Visa  
MC

Number \_\_\_\_\_

Card Signature \_\_\_\_\_

Signed: \_\_\_\_\_  
Mare Owner

\_\_\_\_\_  
Rhoda Rein