



Smokey Mountain Ranch, LLC

10819 S. Covered Bridge Dr.

Spanish Fork, UT 84660

801-873-3500

www.smokeymountainranch.com

Stallion Breeding Contract

This contract is an agreement between

_____ hereinafter referred to as the "mare owner", and Smokey Mountain Ranch, LLC, hereinafter referred to as "stallion manager". WHEREAS, the mare owner agrees to breed the Mare, _____, registration # _____, foaled in the year _____, to the Stallion, _____, standing at Smokey Mountain Ranch, LLC for the _____ breeding season under the following conditions:

1. Stallion Manager hereby reserves one season's booking to said stallion for said mare upon payment of the _____ booking fee, which is not refundable and is to accompany this contract. This amount shall be applied against the stallion service fee of _____. (Payment in U.S. Funds by certified or cashiers check only.)
2. Mare will be bred by live coverage _____ or transported semen _____. (Mares bred by transported semen must meet additional conditions listed as an addendum to this contract. Boarding rates and other conditions applicable to mares on Smokey Mountain Ranch premises are not applicable to mares bred by transported semen.)
3. Mare Owner will pay the board rate per day listed below under which condition said mare is to be boarded by Stallion Manager: _____ dry care stall, _____ wet care stall, _____ dry care pasture, _____ wet care pasture.
4. Upon arrival to Smokey Mountain Ranch, the mare will (A) be halter broke, (B) have hind shoes removed, (C) be accompanied by its registration papers or a photocopy of such. No mare barren three (3) or more years will be accepted. No mare that is sick, diseased, or in poor health will be accepted. Mare is to have had its required Rhinomune vaccinations, Negative Coggins Test, and Negative EVA test or proof of EVA vaccination before being received by Stallion Manager.
5. Mare owner agrees to have said mare examined for normal breeding conditions, and cultured and treated if necessary by a licensed veterinarian before service to said stallion. Such services are to be charged to Mare Owner. Stallion Manager is authorized to secure all other veterinary services deemed necessary for the proper treatment and protection of said mare and/or foal to insure their well being. The cost of any care will be borne by Mare Owner.
6. Stallion Manager shall not be liable for any sickness, disease, accident, injury, death, or loss to said mare

and/or foal. All reasonable precautions will be taken by Stallion Manager to insure said mare's and/or foal's well being and safety.

7. The Stallion Manager agrees to diligently try to settle said mare and guarantees a live foal providing said mare does not leave Stallion Manager's premises before being pregnancy checked and found to be in foal. If mare leaves said premises before being checked safe in foal, then Mare Owner agrees to have a licensed veterinarian check said mare within 45 days of last breeding date and furnish Stallion Manager with a statement of her condition. If mare proves without foal and is not returned to Stallion Manager during that breeding season, unless deemed too late by both parties, then paragraph 8 hereunder becomes null and void.
8. Should said mare after being checked in foal abort or not have a live foal stand and nurse, said mare is guaranteed a return breeding privilege the following breeding season. This guarantee will apply only if Stallion Manager is notified within one (1) week after death. Such notice must be accompanied by a statement from a licensed veterinarian.
9. None of the above mentioned fees shall be refundable. The Mare Owner agrees to pay the balance of the breeding fees plus all board fees, all veterinary fees, and all other expenses incurred on behalf of said mare and/or foal before mare leaves the Stallion Manager's premises. Mare Owner understands unpaid accounts constitute a lien on their mare(s) until paid, according to Utah Code section 38-2-1. Unpaid accounts shall be charged 1 1/2% interest per month on the unpaid balance (annual percentage rate: 18%). The mare owner agrees to pay any collection costs for attorney and/or collection agency fees incurred by Smokey Mountain Ranch for any unpaid balances. Stallion Service Certificates will be issued only upon payment of all outstanding charges. If the Mare Owner fails to pay all fees when due, he/she shall be in default of this contract.
10. This contract is not transferable and not assignable by the Mare Owner without the written consent of the Stallion Manager.

Signed and agreed to on: _____ (Date)

Mare Owner

Street Address

City, State, Zip Code

Stallion Manager
Arrival Date:
Departure Date:

Telephone Number