

**BLACKSHIRE EQUESTRIAN CENTRE'S STALLION SERVICE AGREEMENT
FOR LIVE COVER OR ON SITE ARTIFICIAL INSEMINATION**

THIS AGREEMENT is made this _____ day of _____, by and between BLACKSHIRE EQUESTRIAN CENTRE, its representatives, successors and assigns, (hereinafter "Blackshire") and

_____ (hereinafter "Owner")

(FIRST NAME) (MIDDLE NAME) (LAST NAME) residing in
_____, _____, owner of the _____ mare
(TOWN) (STATE) (BREED and REG.NUM.)

named _____ . Owner agrees to breed the mare to the stallion

(REGISTERED NAME)

Lazarus Purebred Gypsy Stallion and agrees to pay a
breeding fee of \$ _____ covering the 2023/2024 season, April 1 to September 30 to

Blackshire according to the following schedule

1. A Two Hundred and Fifty Dollar (\$250.00) 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 cash or 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 \$12 per day mares for a dry mare or \$18 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, Collection Fees, culture, and ultrasound fees; infection treatments, etc. E. Blackshire 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 Blackshire:
 - A. That within the past six months the mare has received:
 1. **A negative Coggins test, a copy of which must be supplied.**
 2. Inoculation against sleeping sickness and tetanus infection.
 3. Vaccination for influenza.
 - B. That within the past 90 days the mare has received rhinopneumonitis vaccination.
 - C. That the mare has OR will have performed at the 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, Blackshire 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 Blackshire and agrees to pay the reasonable cost of same.

6. **For live cover, the mare's hind shoes must be absent. Where shoes are present, Owner hereby consents to shoe removal.**

7. Blackshire 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 10 days.
- B. 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
- C. In the event Blackshire 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 Blackshire with all necessary information to comply with insurance policies covering the life or medical care of Owners horse(s).

8. Blackshire guarantees a **live colored 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:

- D. Blackshire 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 Blackshire and capable of servicing mares. In the event that the stallion is not available to service mares, Blackshire shall have the right to provide a substitute stallion for the breeding.

OR

- E. Blackshire will provide re-breeding of said mare during the following breeding season at the original stated breeding fee, with additional services provided according to Blackshire terms and fee schedule applicable to the new breeding season; provided the stallion is available to Blackshire and capable of servicing mares. In the event that the stallion is not available to service mares, Blackshire shall have the right to provide a substitute stallion for the breeding.
- F. Blackshire obligations under this Agreement are limited to those set forth herein, and no other warrantee, stated or implied, shall be enforceable

9. Blackshire guarantee shall not apply unless:

- G. 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 Blackshire within ten (10) days of the exam **OR** before the mare is re-bred, whichever occurs first.
- H. Blackshire is notified by letter or telephone within ten (10) business days in the event of an abortion or the foals death.
- I. A statement from a licensed veterinarian is delivered to Blackshire within fourteen (14) days of the abortion or death of the foal, certifying the occurrence and details thereof.
- J. Owner executes new breeding contracts and delivers the mare for re-breeding within the breeding season dates set forth in this Agreement **OR** within Blackshire's 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 Blackshire.

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 2 (two) years from date signed and no refunds shall be issued.
11. Blackshire 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 Blackshire 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 any rights to hold Blackshire Equestrian Centre, 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 Blackshire.**
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 States of Minnesota and/or South Dakota. Any court action based upon this Agreement shall be conducted within Minnesota and/or South Dakota.

Information about Owner:

Owner Name _____ Farm Name _____

Owner Signature: _____ **Date** _____

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 _____

(cont.) _____

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 #: _____

Signatures:

Blackshire Equestrian Centre

Mare Owner

_____ Arden Liotta _____
Please Sign and Date

_____ _____
Please Sign and Date

***PLEASE ATTACH A CLEAR PHOTO OF THE MARE OR EMAIL PHOTO
*PLEASE MAKE CHECKS PAY ABLE TO:**

“Blackshire”
Arden & Stan Goudy
16420 Chalk Butte Rd.
Union Center, SD 57787
Cell: (651) 248-1317

Website: www.blackshireequestrian.com E-mail: ardenlg@frontiernet.net

