



# HACIENDA RADIANTE

10091 Westwood Road, Catlett, VA 20119 | (703) 835-5036

## STALLION SERVICE CONTRACT

WITNESS THIS AGREEMENT this \_\_\_\_ day of \_\_\_\_\_ 2009, between **Hacienda Radiante** hereinafter referred to as "Farm," and \_\_\_\_\_ hereinafter referred to as "Mare Owner."

WHEREAS, Mare Owner is the owner or lessee of a registered Paso Fino mare having the registered name of \_\_\_\_\_ with the PFHA Registration # \_\_\_\_\_ foaled on date \_\_\_\_\_ and

WHEREAS, Mare Owner wishes to breed said mare as above-described to the stallion,

\_\_\_\_\_ **PFHA Registration #** \_\_\_\_\_.

IT IS NOW THEREFORE AGREED between the parties as follows:

### Fees and Documentation

(A) For the consideration of \$ \_\_\_\_\_, Farm hereby agrees to breed the stallion, \_\_\_\_\_ to the mare belonging to Mare Owner as above-described. This fee does not include other costs of mare care, as described below, which shall be borne by the Mare Owner.

(B) Mare Owner agrees to pay Farm board, at the rate of \$10.00 per day for dry mares; \$12.00 per day for wet mares. This amount will be charged per calendar day, or portion thereof, in which the mare is in the custody or control of Farm.

(C) All mares shall be accompanied upon arrival by documentation indicating a current vaccination for rabies, equine influenza, tetanus, and encephalitis; a negative Coggins and registration with the PFHA. Mares not accompanied by said documentation will be vaccinated/tested shortly after arrival at Farm at the expense of Mare Owner.

(D) Mare Owner understands and agrees that upon arrival at the breeding facility, the mare will be cultured and examined for breeding soundness by a licensed veterinarian selected by Farm, at Mare Owner's expense, if the Mare Owner does not provide a copy of the culture conducted by their own veterinarian.

(E) Mare Owner agrees to pay all charges for transportation, veterinary and farrier services incurred during the mare or mare and foals stay at Farm.

(F) The full amount of the stud fee as set forth above and the accrued board, veterinary expenses, mare care, farrier expenses, and other related charges shall become due and payable prior to delivery of the mare to Mare Owner. Farm shall have a lien against the mare, any foal at side and the produce of the mating which is the subject of this Agreement until

such time as any and all charges are paid in full; said lien shall survive any transfer of possession. In the event collection of Owner's account is placed in the hands of an attorney, Owner agrees a minimum fee of \$250.00 shall be assessed as attorney's fees.

### General Conditions

This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal which stands and nurses without assistance. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one month from the date of death of the fetus, or in the alternative, a written statement from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown. A return privilege good for the following calendar year only will then be granted. Sale of the mare by Mare Owner to another party or parties will terminate the live foal guarantee as set forth above and described in this contract unless same is acknowledged and accepted in writing by Farm.

Farm shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by the mare and/or foal at side, or any other cause of action whatsoever arising out of or connected in any way with the breeding or boarding of the mare and/or foal.

Mare Owner fully understands that Farm does not carry any outside horses in its possession, custody or control for breeding and boarding on any public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with the breeding and boarding of the mare or mares and/or foals are to be borne by the Mare Owner or Owners. **Additionally, under Virginia Law, an equine activity sponsor or an equine professional shall not be liable for an injury to or death of a participant engaged in an equine activity resulting from the inherent risks of equine activities pursuant to Va. Code Ann. §3.1-796.132.**

This contract represents the entire agreement between the parties and shall not be transferred or assigned by the mare owner. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Virginia, and shall be enforced and interpreted in accordance with the laws of said State.

In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

\_\_\_\_\_  
Date                      Signature of Mare Owner or Representative                      \_\_\_\_\_  
Print Name of Mare Owner

\_\_\_\_\_  
Phone Number of Mare Owner                      \_\_\_\_\_  
Street Address of Mare Owner

\_\_\_\_\_  
Date                      Accepted for Hacienda Radiante by                      \_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature of Farm Representative                      \_\_\_\_\_  
Email Address of Mare Owner