

Diaman H Stables – Stallion Service Contract

Diaman H Stables

Mike and Diane Hagerman – Breeding Manager's
Hagerman@iowatelecom.net
<http://diane-hagerman.tripod.com/DiamanH/index.html>

Does not guarantee your breeding space will be reserved for the year of booking until this contract is returned completed and signed with Booking Fee.

This certifies _____ (owner of mare) herein referred to as Mare Owner, has engaged one service to QTsGold Mastercard – barn/nickname 'MC' (stallion) for the Mare _____, (mare name) Registry and Number Of Mare: _____ for the _____ (Year) season at \$850.00 which includes a booking fee of \$200.00.

Mare's Registered Name: _____ Reg #: _____

Mare's Barn Name: _____ Maiden Mare? YES NO

Breed: _____ Registered with: _____

Color and Markings: _____

Foaling Date: _____

Sire Name: _____

Dam Name: _____

Current Insurer: _____ Policy #: _____

Horse's Vices, Unique Habits, Etc.: _____

Extent of Emergency Care Desired: _____

Anticipated Month of Breeding: _____

Mike and Diane Hagerman – Diaman H Stables (DHS), will herein be referred to as "Breeder" _____ (owner of mare) will be referred to as the mare owner. This stallion service is engaged subject to the following:

1. BREEDING FEES -

All breeding fees must be paid in advance prior to any mare being bred. The booking fee, stud fee, mare care fees, or any other fees associated with this breeding are non-refundable once received. Interest at a rate of 18% will be charged on all accounts in excess of thirty

days. This contract is governed by the laws of the State of Iowa.

2. GENERAL CONDITIONS -

The Mare Owner shall agree that each mare offered for breeding shall be in sound breeding condition, good weight, health and free from infection or disease. Any mare certified by the attending veterinarian or breeding manager not to be, in his or her opinion, in sound breeding condition shall not be bred. Mare Owner may substitute another mare within that breeding season. The substitute mare must be approved by the Breeder – Diaman H Stables and an Addendum signed for that mare.

The Breeder agrees to diligently try and settle the above named mare or mare listed on addendum if mare is changed. If, however, the mare does not settle for any reason, the Breeder shall be held harmless. There will be a rebreed chute fee of \$150.00 the following year to one of Mike and Diane Hagerman's Stallions – a Re-bred to QTsGold Mastercard will **NOT** be available. Mare owner will be responsible for any additional mare care fees, if mare fails to conceive in the breeding year listed on this contract. If a different mare is to be used the mare must first be approved by the Breeder Diaman H Stables and an addendum contract signed for that mare as well as a \$75.00 Mare Change Fee Paid to the Breeder.

3. LIVE COLOR FOAL GUARENTEE -

Live color foal means the foal shall stand and nurse and it's color is eligible for regular APHA paint registry which states there shall be more than 3 inches of white on the foal. It is understood that if the mare proves barren, aborts her foal or if the foal is still-born, a season will be guaranteed the following year only, providing notification is given to one of Mike and Diane Hagerman's stallions (minus the non-refundable booking fee and mare care fees) can be given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal. Mare Owner certifies that such abortion or death did not result from any omission of the Mare Owner. Failure to do this will void the live foal guarantee.

4. REBREED PRIVLEDGES –

If the Mare miscarries or aborts during this breeding season, Mare Owner has the option to request an additional breeding for the Mare for breeding this season if available or be qualified for Live Foal Guarantee/Rebreed privileges the following breeding season. To obtain a breeding the following season via the Live Foal Guarantee/Rebreed, Mare Owner must pay a \$200 Rebreed Fee.

Rebreed privileges extended beyond the following year shall be subject to an additional fee of \$100.00 per year at the discretion of the Breeder. If the mare owner does not breed their mare or breeds their mare but no viable foal is produced this Contract becomes Null and Void one (1) calendar years from the date listed above and the breeding may no longer be used. All monies paid to Diaman H Stables, Vets, etc are Non Refundable For Any Reason. Breedings may NOT be sold or transferred for ANY reason once booked without explicit permission in writing from The Breeder – Diaman H Stables. If the mare listed on this

contract is sold the owner may substitute a different mare or the breeding may transfer to the new owner with permission from the Breeder – Diaman H Stables. If the breeding is transferred to the new owner a new contract must be signed by the new owner of the mare.

5. OPTION TO CHANGE STALLIONS –

For the Live Foal Guarantee/Rebreed, Mare Owner has the option to rebreed to the Diaman H Stables stallion of their choice. Certain charges may apply; please contact Diaman H Stables for stallion substitution costs and a “Stallion Substitution” form once you have made your decision.

6. BREEDING SEASON -

The breeding season in force for this contract begins February 1st and closes April 15th. No new mares will be accepted for breedings after the first of April or before the 1st of February unless special arrangements are agreed upon by both parties. If different dates are needed this can be arranged for special circumstances. We cannot guarantee that we will be able to accommodate those needing to breed outside of our breeding season, but will do our best to accommodate anyone needing to breed whatever the time of year.

7. CERTIFICATES AND SUBSTITUTIONS -

It is further agreed that should the above named stallion die, or become unfit for service, or, if the above named mare dies, during the breeding season then the Owner may substitute another mare or breed the above named mare to another stallion on the farm (IF another Stallion is available) that is agreed to by both the Mare Owner and Breeder. There are no refunds of any fees for any reason.

A breeder's certificate will be issued to Mare Owner after all expenses have been paid in full and upon notification of the birth of the foal. It is the Mare Owner's responsibility to have their mare checked routinely throughout her pregnancy to ensure that the pregnancy is healthy and that the mare has not slipped or aborted her foal.

8. WAIVER OF LIABILITY –

It is understood that the breeding farm, its owners, stallion owners, employees, veterinarians, and guests shall not be liable for any injury, escape, disability, or death of any horse or person on its premises. It is further understood that the breeding farm, stallion owners, veterinarians, technicians, handlers etc shall not be responsible for tears, injuries or death sustained to the mare during rectal exams, ultrasound, live breeding or artificial insemination. Mare Owner accepts all responsibility and liability for mares boarded and Bred at Diaman H Stables during breeding. Initials _____

It is understood and agreed that the stallion owners, their family, heirs, ranch managers, affiliated veterinarians and anyone else directly or indirectly involved in this breeding are not responsible for any death, injury, illness or any other misfortune that may occur from this breeding to either the mare owner, the mare or the resulting foal. This includes but is

not limited to rectal exams, pregnancy of the mare, foaling of the mare and anything else to do with the breeding of the above named stallion and mare.

9. FEES –

Mare owner will be responsible for any mare care fees, live cover fees, board, ultrasounds, the following breeding year if mare fails to conceive in the year listed on this contract. All Breeding Fees Are Subject To Change At Any Time With or Without Prior Notice.

ALL fees are NON REFUNDABLE for ANY reason. Initials _____ By Signing below I agree to all terms and conditions of this contract and agree to pay all fees incurred by the above named mare. Any and all fees paid are Non-Refundable For ANY Reason.

When the above named Mare Owner signs and returns one copy of this contract to the Breeder, it will then be a binding contract on both parties, subject to the terms and conditions.

Owner
Name: _____
Address: _____

Phone #: _____
Email: _____

Owner's Signature: _____	Witness' Signature: _____
Breeder's Signature: _____	Witness' Signature: _____
Date: _____	Date: _____

Diaman H Stables

Owner's & Breeding Manager's: Mike and Diane Hagerman
21888 R-45 Hwy, New Virginia, IA 50210
641-499-3282 – Home
515-975-8186 – Mike's Cell
515-975-3888 – Diane's Cell