

MARSH CREEK FARM

STALLION SERVICE CONTRACT



This contract for the breeding season of _____ (Feb. 1st - July 31st) made and entered into on this ____ day of _____, _____, is by and between **Sheree Koehler** and **Michael Peters** of **Marsh Creek Farm** (hereinafter referred to as **Stallion Owner**) and _____ (hereinafter referred to as **Mare Owner**).

Stallion Owner will breed the Appaloosa Stallion **State Of The Art** Registration # **540230** to the Mare _____ Registration # _____ subject to the following conditions:

1. Mare Owner will pay a Stud Fee of \$_____ to Stallion Owner which is required with the signing of this contract and is nonrefundable. Stallion will not cover Mare until Stud fee is paid in full and all conditions of this contract have been met unless other arrangements were previously made.
2. Prior to or upon arrival of Mare to Marsh Creek Farm, Mare Owner will provide Stallion Owner with Veterinary reports of a clean uterine culture and a current negative Coggins. Stallion Owner reserves the right to refuse Mare if reports are not provided or if Mare is not in proper breeding condition.
*A uterine culture is not required on maiden mares.
3. Mare Owner must provide Stallion Owner with a copy of Mare's registration papers.
4. Mare Owner will remove rear shoes from Mare prior to arrival.
5. Mares that are not broke to halter, lead and tie will not be accepted.
6. Mare Owner will allow Stallion Owner ample time and opportunity to settle Mare, however, Mare Owner will hold Stallion Owner blameless if Mare fails to settle for any reason.
7. Stallion Owner will diligently attempt to settle Mare in a timely fashion.
8. Mares whose behavior creates a danger to handlers or horses during breeding, as determined by Stallion Owner, will not be live covered.
9. Prior to departure of Mare and/or Foal from Marsh Creek Farm, Mare Owner will reimburse Stallion Owner for any professional services rendered to Mare and/or Foal deemed necessary by Stallion Owner for their proper care and treatment while at Marsh Creek Farm including measures to help Mare conceive... Hormones, Palpation, Biopsy, Culture, Flush, Infusion, Ultrasound, Artificial Insemination, etc.
10. Mare Owner will pay Mare Care expenses of \$____ per day for Dry Mares and/or \$____ per day for Wet Mares to Stallion Owner as board before Mare leaves Marsh Creek Farm.
11. Stallion Owner is not liable for death, illness or injury to Mare and/or Foal while at Marsh Creek Farm.
12. Mare Owner is not liable for death, illness or injury to Stallion.
13. Mare owner gives Stallion Owner the right to exercise judgment in determining suitable care, supervision and professional health services for the safety and well being of Mare and/or Foal.
14. Stallion Owner guarantees Mare Owner a Live Foal (one that stands and nurses). If Mare does not settle or produce a Live Foal, Stallion Owner will rebreed Mare the following breeding season. This guarantee is valid only if Mare Owner returns mare for rebreeding in consecutive years and provides Stallion Owner with a Veterinary statement attesting that:
 - a. Mare had been ultrasounded prior to 35 days post-breeding to determine a viable single pregnancy, and
 - b. Rhino shots were administered at months 5, 7, and 9 of Mare's pregnancy.
15. If Mare fails to conceive or produce a Live Foal after two breeding seasons or is found to be unfit for breeding at any time during the life of this contract as stated on a report from a Veterinarian, Mare Owner may substitute another Mare. Substitute Mare must be approved by Stallion Owner and is also subject to the terms and conditions of Marsh Creek Farm's Stallion Service Contract.

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16. Stallion Owner will issue a breeders certificate for the foal resulting from this breeding when Mare Owner notifies Stallion Owner of the birth of Foal and only after all fees and expenses incurred while Mare visited Marsh Creek Farm are paid in full.
17. Live Foal Guarantee becomes void if Stallion is sold, gelded, dies or otherwise becomes unfit for breeding. In this case Stallion Owner will give Mare Owner the option to rebreed Mare to another Marsh Creek Farm stallion, if available, under Marsh Creek Farm terms. If Mare has not yet been covered by Stallion the entire stud fee, minus any amount owed to Marsh Creek Farm, will be refunded to Mare Owner.
18. This contract is not transferable. All terms, conditions and guarantees are between Mare Owner and Stallion Owner and horses listed on this contract only.
19. NOTICE: A person who is engaged for compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in section 895.481(1)(e) of the Wisconsin Statutes.
20. This contract is entered into in the State of Wisconsin and will be interpreted and enforced under the laws of that state.
21. Additional Terms and Conditions: (If none, check the box:)

WHEN MARE OWNER AND STALLION OWNER SIGN THIS CONTRACT IT IS THEN BINDING ON BOTH PARTIES SUBJECT TO THE ABOVE TERMS AND CONDITIONS.

Mare Owner Signature

Print Name & Address:

Phone # & Best times to contact:

email:

Stallion Owner

Sheree Koehler / Michael Peters
943 Hwy 12
Roberts, WI 54023
715-749-4124



email:

MCFinfo@marshcreekfarm.com

web:

www.MarshCreekFarm.com

Copy (1)(2) of 2

Sign Both Copies ● Mare Owner Retains Copy 1 ● Return Copy 2 to Stallion Owner

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