

# STALLION BOOKING CONTRACT for \_\_\_\_\_

1. PLEASE PROOF READ THE FOLLOWING CONTRACT CAREFULLY.
2. **COMPLETE HIGHLIGHTED INFORMATION.**
3. SIGN BOTH SIDES OF CONTRACT.
4. RETURN WITH APPLICABLE BOOKING FEE TO:



*Victory Rose Thoroughbreds*

Ellen L. Jackson  
5144 Allendale Road  
Vacaville, CA 95688  
ph/fax 707-678-6580  
ellen@victoryrose.com

This agreement is entered into by Ellen L. Jackson, herein called Stallion Manager and \_\_\_\_\_, herein called Mare Owner. These parties agree as follows:

Mare Owner confirms a reservation for the mare described above to be serviced by the stallion \_\_\_\_\_ standing at Victory Rose Thoroughbreds in Vacaville, CA, during the breeding season of 2018, which begins February 1<sup>st</sup> and ends June 30<sup>th</sup>, subject to the following conditions;

1. The stallion service fee charged to the Mare Owner shall be \$ \_\_\_\_\_. Of this amount is a non-refundable booking fee of \$ \_\_\_\_\_. Board and expenses are payable monthly as billed, and the balance of the stallion service fee is due and payable when the foal stands and nurses.
  - a. Mare owner agrees to pay a late charge of 1.5% monthly on balances overdue.
  - b. The breeder's certificate will be issued after complete payment of all outstanding breeding charges and stud fee.
  - c. Should the mare be sold or traded, the stud fee becomes immediately due and payable.
2. Stallion Manager agrees to diligently try to settle aforementioned mare in foal. If, however, for any reason the mare does not settle, Stallion Manager shall be held harmless.
3. Should the above named stallion die or become unfit for service, or if mare should die or become unfit to breed prior to her arrival at Victory Rose, then this contract shall become null and void and any monies paid as part of this contract shall be refunded.
4. If said mare does not settle or if said mare does not produce a live foal, Mare Owner will be entitled to a breeding of the same mare the following year.
  - a. In the event the mare is sold, raced or otherwise disposed of, prior to foaling the "live foal" guarantees will no longer be valid.
5. Stallion Manager or any of his representatives and employees may exercise their own judgment in caring for and supervising the mare and/or foal but will not be held responsible for accident, injury, sickness or death of either during the time they are in the care, custody and control of Stallion Manager or while in transportation by or procured by any of the aforementioned. Mare Owner hereby warrants that he/she has made himself familiar with the facilities at 5144 Allendale Road and that he is also familiar with and approves of the care provided by the ranch.
6. This contract is not assignable or transferable without the written agreement of Stallion Manager.
7. BOARD RATE: \$14.00 mare boarded in pasture or individual pen  
\$16.00 mare boarded in stall  
\$3.50 additional with foal
8. This agreement shall be governed by and construed in accordance with the laws of California. Should any dispute arise under this agreement, all parties hereto agree to submit the same to the American Arbitration program in accordance with the rules and regulations of the organization. It is agreed that any decision given by the arbitrator shall be binding and enforceable in a court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party, all costs of the suit, arbitration, or action.

STALLION MANAGER (or agent) \_\_\_\_\_ Date \_\_\_\_\_

MARE OWNER (or agent) \_\_\_\_\_ Date \_\_\_\_\_