

R.O. Lervick Arabians Stallion Service Contract

I, _____ (mare owner), hereby agree on _____ (Month & Day), to purchase a breeding to the stallion, Monticello V, for the 2021 breeding season subject to the following conditions:

A copy of the Mare's registration papers must accompany this signed contract.

Stallion breeding fees must be paid before mare is bred.

All fees must be paid before mare leaves the farm.

1. **BREEDING:** I agree to pay the Purebred Arabian Stallion Fee of ~~\$2,500.00~~ or the Half Arabians Stallion Fee of \$1,750 which includes a \$500.00 non-refundable booking fee for Purebreds and for Half Arabians. I understand that the booking fee is payable upon the execution of this contract. The balance of the stud fee is payable upon the delivery of my mare to R.O. Lervick Arabians for breeding. If my mare does not conceive I must provide a satisfactory certificate by a licensed practicing veterinarian to R.O. Lervick Arabians within sixty (60) days of the last breeding date in order to have the stud fee in excess of the booking fee waived.

If I sell my mare I understand that the stud fee will be due immediately and that all return privileges will be revoked unless prior arrangements are made in writing.

2. **HEALTH/CARE:** I represent and warrant that the Mare to be bred is halter broke, healthy, and in sound breeding condition. I will provide a cervical culture on my mare (not required on maiden mares) and warrant that my mare is free of all communicable diseases upon delivery to R.O. Lervick Arabians. I will provide a record of current vaccinations for Equine Influenza, Rhino-Pneumonitis, Tetanus, and Strangles. If my mare arrives without record of such vaccinations, R.O. Lervick Arabians at their option may either not accept the mare or have a licensed veterinarian provide the vaccinations at my expense. I further agree that the Strangles vaccinations series will be completed before my mare arrives to the Farm. R.O. Lervick Arabians may exercise its own judgment in caring for and supervising my mare and/or foal and may perform at its discretion such veterinary services deemed necessary. This includes but is not limited to worming, treating for infections, diseases, or accident-related conditions, preventative measures, or ultrasound.

4. **BREEDING PROTOCOL:** R.O. Lervick Arabians agrees to diligently breed by artificial insemination and attempt to settle owner's mare during those heat cycles which occur while mare is at breeder's barn, per owner's discretion. R.O. Lervick Arabians does not give a live foal guarantee for any mare leaving the breeding premises unless the mare has been pregnancy-checked and found to be in foal.

3. **LIVE FOAL GUARANTEE:** If my mare fails to settle or conveys but fails to produce a live foal, my mare may be returned for breeding in the following breeding season on the terms and conditions provided in this agreement. Rebreeding must occur in the next succeeding breeding season or the rebreeding right shall be lost. If my mare and/or its substitute fails to produce a live foal after a total of two (2) attempts (original plus one (1) rebreeding, the breeding and rebreeding) my rights shall be deemed expended and this contract will become void.

The term "Live Foal" shall mean a foal that stands, nurses, and survives twenty-four hours. All foals born to mares which have been bred to a stallion owned or leased by R.O. Lervick Arabians shall be presumed to be live foals unless the Farm receives written notification within ten (10) days of the date of death, signed by a licensed practicing veterinarian certifying that such foal was not a live foal. If my mare is not vaccinated against Rhino-Pneumonitis and my mare aborts I will forfeit a Live Foal Guarantee and the entire stud fee, and I will not be entitled to any rebreeding or credit.

The Live Foal Guarantee in this contract is non-transferable and non-assignable, and should _____ the mare be sold or otherwise disposed of prior to the birth of the foal, the Live Foal Guarantee granted hereunder shall be void.

4. **REGISTRATION OF FOAL:** Breeder shall sign a registration application upon presentation by mare owner so long as all fees due under this contract have been paid.

5. **STALLION OR MARE DISABILITY:** The parties agree that should the stallion die or become unfit for service for any reason, or if the mare should die or become unfit to breed for any reason, this contract shall become null and void, and both parties are relieved from any obligation hereunder. If, under these circumstances, monies have been paid under the terms of this contract by the mare owner toward the stallion fee, such funds, with the exception of the non-refundable booking fee, shall be returned to the mare owner, so long as mare owner has paid current all daily boarding and other expenses due and owing under the terms of this agreement.

6. **VETERINARY/FARRIER CARE:** Owner agrees to pay on a timely basis, all veterinary expenses which may be incurred as the result of veterinary care and treatment which, at breeder's discretion, is necessary for such mare during the course of her stay at R.O. Lervick Arabians for breeding purposes. Owner also agrees to use the farrier of the farm's choosing, and pay farrier on a timely basis.

7. **DEFAULT AND LIEN:** Owner shall be in default under the terms of this breeding contract if all fees due and owing hereunder are not paid to R.O. Lervick Arabians at the time owner's mare is due for return to owner after breeding. Pursuant to Washington State Law, a lien shall attach to owner's horse in favor of breeder prior to mare being returned to owner. Breeder shall be authorized to retain possession of owner's mare until amounts due under the terms of this agreement are paid. Breeder may enforce such lien according to Washington's agister lien statute (RCS 60.56) under the laws of the State of Washington.

8. **LIMITATIONS OF LIABILITY:** Breeder shall not be liable for any injuries suffered by owner's mare during the course of breeding attempts so long as reasonable and safe breeding practices are followed. Any disputes arising under the terms of this contract shall be resolved under Washington State law, before Snohomish County Washington District or Superior Courts. Notice of service of process in connection with any legal action arising under the terms of this agreement shall be deemed received so long as either party mails such notice by regular U.S. mail to the other party at addresses listed herein. All costs and attorney's fees incurred as a result of any lien foreclosure actions arising under the terms of this contract shall be paid by the owner. Costs and attorney's fees which are incurred as a result of any other dispute arising under this agreement shall be paid by the non-prevailing party.

9. **LIMITATIONS OF LIABILITY..... (needs to simple to understand, yet specific)**
Include (?):Any dispute arising from this contract shall be settled under the laws of Washington and arbitrated in Snohomish County. I will be responsible for all court costs and attorney fees incurred should any arise.

SIGNED this _____ day of _____, 2021

R.O. Lervick Arabians

By: _____

Title: _____

Owner:

_____ (Print Name)

_____ (Signature)

_____ (Address)

_____ (City, State, Zip Code)