

Dewey Smith Quarter Horses

2679 Township Rd. 55 Bellefontaine, OH 43311

Cell: (682)597-2424 Fax: (937)210-5353

Dewey Smith, Farm Manager

2021 Stallion Service Contract

Servicing Stallion: _____ Stallion Service Fee: \$ _____ paid by (circle one) Check Credit Card
Mare's Name: _____ Purchased in Futurity: _____
Registration #: _____ Rebreed Fee \$350.00 Check Credit Card
Please include a copy of the Mare's registration papers Check # _____ Amount _____ Date _____
Mare Owner: _____ Mare Insurance Company if applicable: _____
Address: _____ Phone# (____) _____ Policy# _____
Phone # (____) _____ Fax# (____) _____ E-mail: _____

Dewey Smith, Dewey Smith Quarter Horses LLC., agent for the above-named stallion, will herein be referred to as the Breeder. This contract is entered into on the date of acceptance, by and between the designated Breeder and Mare Owner who mutually agree to abide by the following terms and conditions.

1. Mare Owner agrees to breed the listed mare to the servicing stallion for the specified service fee which includes the nonrefundable booking fee. Only the mare that has been listed on this contract may be bred with semen provided by the above stallion.
2. The breeding season for the stallion shall begin Feb. 1st and close on May 1st. 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 Mare Owner may substitute another mare or breed the above-named mare to another stallion on the farm that is agreed to by both Mare Owner and Breeder. In the event that the Stallion is sold or otherwise is not owned by _____ then the LFG shall immediately become null and void upon transfer of such ownership.
3. Invoices are due and payable in US funds, by check or with a credit card, within 15 days of the invoiced date to avoid an 18% per annum late fee. Credit card payments will be assessed a 3% fee. Mare Owners account must be paid in full before Mare will be released from Breeder's custody or before cooled semen will be shipped. Payment past due thirty (30) days will be considered a default and Breeder is entitled to a possessory lien against Mare until Mare Owner's account is brought current.
4. A photocopy of all registration papers (both sides) shall be sent to the breeder with this contract.
5. Live Foal Guarantee: "Live Foal" means that if the mare does not settle, produces a foal that is ineligible for regular registry, stillborn, or unable to stand and nurse. A return breeding will be guaranteed for the following year, at Breeder's Facility ONLY, provided that the Mare Owner must provide a written certification by a licensed veterinarian that the mare has slipped or produced a non-viable foal within seven (7) days of the event. Mare Owner must verify that failure to attain a Live Foal did not result from any act or omission of Mare Owner. Failure to administer Rhino vaccinations as Mare progresses through her pregnancy as directed by the individual drug manufacture will void the Live Foal Guarantee. Third year rebreeds are subject to additional booking fees, no LFG on the third year rebreed. Mare must not have had her labor artificially induced, nor may she have been returned to an active performance career. There will be no guarantee of a Live Foal for any mare leaving Dewey Smith Quarter Horses LLC before the mare is deemed safe in foal as per 24-day sonogram evaluation.
6. EXCEPT THE "LIVE FOAL GUARANTEE", NO WARRANTY, EXPRESS OR IMPLIED ACCOMPANIES THIS AGREEMENT.
7. There is no Paint Color Guarantee.
Additional conditions for Mares bred with Transported Cooled Semen.
8. The stallions service fee and all additional fees must be paid in full prior to shipment by certified cashiers check or credit card.
9. Stallion has been blood typed. The semen has been analyzed and tested and is free from infectious and contagious diseases. Sperm Count, Motility, collection and packaging procedures, meet and or exceed industry standards.
10. Mare must be inseminated on the date of delivery.

