



STALLION SERVICE CONTRACT

This Agreement is made and entered into this _____ day of _____, _____. This contract will expire the _____ day of _____, _____.

1) Mare Owner hereby agrees to breed its mare _____, Reg. No. (_____), Breed (____), to _____, standing at JEH Stallion Station, () Texas Division () Oklahoma Division () New Mexico Division in 20____. A copy of the mare's registration papers, a current negative coggins, a current health certificate, and a negative EVA test within 30 days of arrival, a positive EVA test at 30 days prior to arrival, or proof of EVA vaccination at least 30 days prior to arrival, must accompany the mare upon arrival to JEH Stallion Station.

2) Mare Owner agrees to pay a stallion service fee of \$_____, plus board and other related expenses while at the farm such as veterinarian fees, farrier fees, foal-out fees, etc. The board rates are as follows:

a)	Dry Mares	\$15.00
b)	Wet Mares	\$17.00
c)	Mares under Lights	\$18.00
d)	Private Stall	\$20.00
e)	Foal-Out Fee	\$300.00

3) All board and other expenses are to be paid monthly, within ten days of invoice date. Interest will be charged at 1.5% per month (18% annually) on each invoice that is over 30days past due. A non-refundable booking fee of \$800.00 is payable with this contract, and is part of the total stallion service fee. The unpaid balance of the stallion service fee is to be paid to JEH Stallion Station when the mare is pronounced in foal or when the mare leaves JEH Stallion Station, whichever occurs first. The mare will not be released until all expenses are paid in full, including the stallion service fee. No breeder's certificate will be issued until all accounts are current.

JEH Stallion Station is granted a first and superior lien and security interest, which shall be in addition to and not in lieu of any statutory Stockbreeder's, Stablekeepers and/or Pasturer's liens, on the mare and any foal born to her from this breeding, to secure all sums due by mare owner hereunder, which lien and security interest may be enforced by JEH Stallion Station in any manner provided by law, including, without limitation, non-judicial foreclosure and sale under and in accordance with the Texas Business and Commerce Code for JEH Stallion Station, Texas Division, the UCC for JEH Stallion Station, Oklahoma Division, and the New Mexico Business and Commerce Code for JEH Stallion Station, New Mexico Division. This contract shall constitute a security agreement under such Code, and mare owner shall execute and file all documents required to perfect this security interest in accordance with such code.

4) JEH Stallion Station agrees to diligently try to settle owner's mare during the breeding season, which shall be any day during the first week of February through the end of June of the contract year. However, it is understood and agreed that if for any reason the mare does not settle, mare owner will hold JEH Stallion Station harmless. Mare owner agrees that JEH Stallion Station will not be responsible for any disease,



accident, sickness or death of mare or foal and that JEH Stallion Station will exercise their judgment in supervising and caring for mares and foals. Mare Owner agrees to allow a qualified veterinarian to examine the mare and to perform any other veterinary services deemed necessary, at Mare Owner's expense. Mare Owner will likewise not be responsible for any disease, accident, sickness or death of stallions, mares or foals.

- 5) It is further agreed that should stallion die or become unfit for service, or if any mare should die or become unfit to breed, then this contract shall be automatically rescinded by its own terms, and any money paid for the stallion service fee, except for the booking fee, shall be refunded to the mare owner.
- 6) Except to the extent provided in paragraph 10 below, in the event the mare proves not in foal or does not produce a single live foal that can stand alone and nurse after payment in full of the stallion service fee, the mare shall have a return breeding privilege at no further stallion service fee charge for the next year breeding season if the mare owner furnishes a veterinary certificate within seven days of the date the mare is determined not in foal or fails to produce a single live foal. Another mare may be substituted upon approval by JEH Stallion Station. Veterinary services, board, and other related expenses will be charged on the return breeding. If the mare owner fails to provide such certificate, or fails to deliver the mare for breeding the next year breeding season, the return breeding privilege is cancelled, and no refund shall be due to the mare owner for any reason. In the event the mare is sold, catalogued and transferred to a sales facility, transported out of the continental United States, changes ownership, or is returned to racing, the stallion service fee becomes non-refundable and the live foal guarantee is voided
- 7) Payments, refunds, notices, and inquiries under this contract must be made to the JEH Stallion Station address and fax number designated below. This agreement is personal to the mare owner and shall not be assigned or transferred by the mare owner without the prior written consent of JEH Stallion Station. This contract shall be binding on both parties, subject to the above terms and conditions, provided that the mare owner, or authorized representative, signs and returns both copies of this contract to JEH Stallion Station, together with the booking fee within fourteen days of receipt. This Agreement shall be governed and construed as follows:
JEH Stallion Station, Texas Division, shall be governed by the laws of the State of Texas and venue for any action relating to or arising from this contract shall lie in Denton County;
JEH Stallion Station, Oklahoma Division, shall be governed by the laws of the State of Oklahoma and venue for any action relating to or arising from this contract shall lie in Garvin County;
JEH Stallion Station, New Mexico Division, shall be governed by the laws of the State of New Mexico and venue for any action relating to or arising from this contract shall lie in Lincoln County.
- 8) If either party hereto defaults in the performance of any provision of this contract, the other party may, at his/her discretion, declare this contract terminated. The party which defaults in the performance of any duties under this contract shall be responsible to the other party for reasonable attorney's fees and court costs incurred in enforcing the provisions of this contract.
- 9) The provisions of this contract are binding on the heirs, executors, administrators, and assigns of the mare owner, unless modified by mutual, written agreement.



10) Special Provisions: _____

11) This contract is with the JEH Stallion Station—

<input type="checkbox"/> Texas Division 8254 F.M. 1385 Pilot Point, TX 76258 (940) 440-2040 (940) 440-9253 Fax jehss@aol.com	<input type="checkbox"/> Oklahoma Division Route 2 Box 68 Wynnewood, OK 73098 (405) 665-2246 (405) 665-2241 Fax oklahoma@jehstallionstation.com	<input type="checkbox"/> New Mexico Division P.O. Box 128 Hondo, NM 88336 (575) 653-4480 (575) 653-4582 Fax jehss@pvtnetworks.net
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JEH Stallion Station, Authorized Agent

Owner of Mare: _____
Signature: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____