RK QUARTER HORSES

555 US Hwy 87N * Roundup, MT 59072 * Phone: (214) 502-6341

PRIVATE TREATY - SHIPPED SEMEN – STALLION SERVICE CONTRACT

This agreement, entered into this _____ day of _____ (month), _____ (year), by and between Ronnie D. Burns hereafter referred to as Stallion Owner, and _____, hereinafter referred to as Mare Owner.

A. Whereas, Ronnie D. Burns is the owner of the stallion, Little Bit Of Smarts, AQHA registration #3467880, and the mare owner is the owner or lessee of the mare _____, Registration #_____.
B. Whereas the named stallion will stand at stud during the _____ breeding season at RK Quarter Horses, and the parties desire to contract for the servicing of the named mare by the named stallion during said season.

The mare owner agrees as follows:

A. To pay a breeding fee agreed upon by both parties under **Private Treaty. Which Includes The First shipment of cooled semen.**
   1. Stud Fee must be paid prior to the first shipment of semen.
   2. Collection and Shipping fee of $250 for each additional shipment of semen prior to shipment.
B. That a qualified licensed Veterinarian performs the insemination of the above named mare.
C. That RK Quarter Horses must receive a minimum of 48 hours notice prior to the day that semen is to be shipped.
D. Stallion owner requires an ultra-sound exam at 16 to 18 days after insemination and again at 32 to 40 days to insure your live Foal Guarantee. RK Quarter Horses must be notified of the pregnancy status of the mare after each exam.
E. That the shipped semen will not be released by RK QUARTER HORSES until all amounts due for the breeding have been paid in full.

The Stallion Owner agrees as follows:

A. To reserve for the Mare Owner one booking to the stallion, Little Bit Of Smarts, for the listed breeding season.
B. This contract contains a **"Live Foal Guarantee".** A live foal is described as a newborn foal, which stands and nurses without assistance. If the foal is born dead, return breeding privileges shall apply only if RK Quarter Horses is notified within 14 days thereof and receives a veterinarian's statement confirming death. Return breeding privileges apply only to the following breeding season. A substitute mare may be used if the original mare is deceased or deemed unfit for breeding. The "Live Foal Guarantee" in this contract is non-transferable and non-assignable. Should the Mare be sold or otherwise disposed of prior to the birth of the foal, the "Live Foal Guarantee" shall be void.

It is further agreed by both parties as follows:

A. RK Quarter Horses, it's employees or agent's thereof, nor the said Stallion Owner shall be liable for the death, sickness and/or accident suffered by the mare and/or the foal at side.
B. This agreement shall not be assigned or transferred by either party without the express written consent of the other party.
C. The parties acknowledge that this agreement is made and shall be entirely performed within the State of Montana and shall be construed and enforced under the laws of the State of Montana.
D. Should the Stallion die or become unfit for service for any reason, this contract shall become null and void and all parties are relieved from further obligation.

MARE OWNER

Name: _____
Address: _____
_____
Phone: _____

Signature: _____

STALLION OWNER

Name: Ronnie D. Burns (RK Quarter Horses)
Address: 555 US Hwy 87N
Roundup, Montana 59072
Phone: Hm: (406) 323-8300 / cell: (214) 502-6341

Signature:_____

*****PLEASE ATTACH A COPY (FRONT AND BACK) OF THE MARES OWNERSHIP PAPERS*****