



4 Aces Paso Fino

Stallion Service Contract

This Contract is made and entered into on the _____ day of _____ 20____ by:

“STALLION OWNER”

Stallion: Prestigio de Cuatro Aces PFHA reg.# 33522
Name of owner: 4 Aces Paso Fino
Address: 6485 SW 120 Avenue Miami, Fl 33186
Phone: (305) 444-1914
Fax: (305) 221-0090
Website: www.4acespasofino.com

“MARE OWNER”

Mare: _____ PFHA reg# _____
Name of Owner: _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____

WHEREAS, 4 Aces Paso Fino is in the business of providing stallion stud services.

WHEREAS, Mare Owner agrees to retain 4 Aces Paso Fino in order to provide Stallion stud services and 4 Aces Paso Fino agrees to provide said services to Mare Owner.

This agreement shall become effective as of the date hereof, and shall terminate upon production of a live foal or as otherwise stated herein. The following is the manner in which the Mare Owner shall compensate 4 Aces Paso Fino for the Stallion stud service.

1. Stud Fee. Purchase Price is in the total sum of \$2000.00. Seller agrees to sell and Buyer agrees to buy said breeding based on terms to follow.
2. Payment Terms. The Buyer agrees to pay \$1000.00 in cash or check as a deposit upon the execution of this Agreement and agrees to pay the balance due of \$1000.00 when the mare is declared in foal at 30 days. Should buyer fail to make any payment when due and such failure shall have continued for (10)days after written notice of such default, Buyer shall be in breach of contract and all sums due under this contract will become immediately due and payable.
3. Semen, Collection and Shipping. Mare Owner agrees to assume all charges related with the collection of semen, insemination, shipment and handling of the semen incurred by 4 Aces Paso

Fino. The charge of \$ 300.00 for semen collection and shipping, shall be paid to 4 Aces Paso Fino by the Mare Owner. Breeding services is to be done by artificial insemination and Mare Owner agrees to assume all charges related to said insemination. 4 Aces Paso Fino is the owner of the Equitainer and Mare Owner shall return the Equitainer at his/her expense within 3 days of the receipt of the semen shipment. A fee of

\$ 35.00 per day shall be incurred if the Equitainer is not received after said time. If any part(s) of the Equitainer is/are missing at the time of receipt by 4 Aces Paso Fino, the Mare Owner is responsible for the cost incurred for the replacement of any part(s).

4. Mare Owner Agrees. Mare Owner shall provide 4 Aces Paso Fino with a negative culture and a certificated signed by a licensed veterinarian certifying that the mare is in sound breeding condition. Mare Owner shall provide to 4 Aces Paso Fino a recent (six months) Coggins test, Worming certificate and proof of vaccination against Eastern and Western Encephalomyelitis, Tetanus, Rhinoneumonitis, and Strangles (within three months). Mare Owner agrees to pay boarding and care for mare as billed by 4 Aces Paso Fino at the rate of \$ _____ per day, mare and foal at \$ _____ per day along with any other charges incurred for but not limited to veterinary services, farrier and transportation costs.
5. Stallion Owner Agrees. Breeding Off-premises. 4 Aces Paso Fino agrees to use its best efforts to collect and ship semen from its stallion when notified that the mare has a good follicle and is ready to be bred. Breeding On- premises. 4 Aces Paso Fino will provide suitable facilities, feed and care for the mare in a good husband like manner. 4 Aces Paso Fino will insure that all care is taken to get mare "in foal".
6. Live Foal; Rebreding. 4 Aces Paso Fino guarantees a live foal provided that the Mare shall have been pregnancy-checked by a licensed veterinarian who shall certify the mare to be in foal. In the event that the mare, who was previously pronounced safe in foal, does abort her foal or bears a foal which fails to stand and nurse, as certified by a licensed veterinarian, the mare will have a return-breeding at no additional stud fee, good for the following calendar year only and represents the full completion and satisfaction of the guarantee for a live foal. In the event the Mare Owner fails for any reason to rebreed the following year, the stud fee and all other charges paid or to be paid hereunder shall be non-refundable and the return privilege for rebreding shall be null and void.
6. Risk of Loss. 4 Aces Paso Fino shall NOT be responsible for the loss, accident, injury, disease or death to or of the mare, or to or of the mare's foal should a loss, accident, injury, disease or death be caused by the gross negligence of 4 Aces Paso Fino, its employees or agents. 4 Aces Paso Fino shall not be responsible for the loss, damage, destruction or contamination of the semen due to shipping or transportation.
7. Warranties. 4 Aces Paso Fino warrants that the sperm of the stallion delivered pursuant to the terms of this Agreement, will be the sperm of the stallion " _____ ", PFHA registration number _____. Mare Owner warrants that the mare to be bred pursuant to this Agreement shall be the mare " _____ " PFHA registration number _____. Mare owner agrees, acknowledges and warrants that the services available under hereunder, will be performed exclusively on the mare identified in this Agreement. Separate Stallion Services Agreement must be executed for each mare the Mare Owner desires to inseminate. Mare Owner shall grant a lien on the the mare, and any foal conceived pursuant to the terms of this Agreement, as a guaranty of payment of any part or all of the Stud fee, or any other charges required to be paid by Mare Owner, which are not paid in time, in the amount of all the unpaid charges owed to 4 Aces Paso Fino. Mare Owner shall be responsible for all legal fees, costs, and expenses incurred in connection with said lien through appeal.
8. Cancellation/Default: The both parties hereto agree that in the event the stallion dies or becomes unfit for service prior to conception by the mare, or if the mare dies or becomes unfit to breed prior to the initial breeding of the stallion, as certified by a licensed veterinarian, this Agreement shall become null and void, and all money paid as part of the Stud fee shall be refunded to the

Mare Owner. 4 Aces Paso Fino reserves the right to cancel one-half of the Stud fee and withdraw from this Agreement if after (a) the initial breeding the mare which fails to conceive, becomes unfit for breeding or dies or (b) four (4) heat seasons the mare has not settled in foal. If Mare Owner fails to perform, comply or breaches contract in any way with the terms of this Agreement, including the Stud fee and all amounts herein, all amounts paid be the Mare Owner and amount agreed to be paid by Mare Owner may be retained by and for the account of 4 Aces Paso Fino as agreed upon liquidated damages, consideration for the execution of this Agreement, and in full settlement of any claims; whereupon 4 Aces Paso Fino and the Mare Owner shall be relieved of all obligations under this Agreement. Alternatively, 4 Aces Paso Fino may proceed in equity to enforce 4 Aces Paso Fino's rights under this Agreement.

9. Indemnification; Hold-Harmless; Release. Mare Owner shall indemnify, hold harmless and Release 4 Aces Paso Fino from any and or for any and all liabilities, losses, damages, or expenses of any kind whatsoever that may be imposed on, incurred or asserted against 4 Aces Paso Fino as a result of Mare Owner's negligence, willful misconduct or reckless disregard of its duties hereunder.
9. Construction of Agreement / Severability / Assignment. If any part of this agreement is determined to be void, invalid, inoperative, or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof, and the remainder of this agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein. This agreement is not assignable neither transferable by the Mare Owner.
10. Amendment. This agreement may not be modified or amended, in whole or part except by a written document signed by all the parties hereto. This agreement contains in the entire agreement between the parties with respect to this transaction, and no representations, warranties or agreements have been made or relied upon by either party except for those specifically set forth herein.
11. No Waiver Rights Agreement. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, administrators, and assigns. Nothing contained herein is intended to bestow upon any person other than the parties involved in this Agreement and their successor and assigns any rights, obligations or liabilities under or by reason of this Agreement except as otherwise provided in this Agreement. All rights herein or otherwise, shall be cumulative and none of them shall be in limitation of any other right or remedy. No waiver by any party or by any term and condition of this Agreement, or of any default or breach, shall effect either party's respective rights thereafter to enforce such term or condition or to execute any right to rectify or remedy in the event of any type of default.
12. Governing Law: Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without resort to principles of conflict of laws. In any litigation, including breach, enforcement, or interpretation arising out of this Agreement, the prevailing party in such litigation, shall be entitled to recover from the non-prevailing party, reasonable attorney's fees, costs and expenses.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name as of the date and year first above written.

4 ACES PASO FINO

MARE OWNER

By: Pedro J Adrian, Owner/President

Signature _____

Print Name _____

MAKE CHECKS PAYABLE TO: Adrian Ranch Company
4000 Ponce de Leon Blvd Suite 770
Coral Gables, Fl 33146
(305)444-1914

