



Cielo Celeste Farm

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Cielo Celeste Farm

Stallion Service and/or Boarding Contract Live Foal/Return

The undersigned **MARE OWNER** and **STALLION OWNER** agree to breed the following mare to the **STALLION** _____

in the _____ **season**.

Mare's Name: _____ Age: _____

Breed: _____

Sire: _____

Dam: _____

Registration #: _____

Barren/Maiden/Slipped _____ Last Breeding Date: _____

Sire of foal: _____

Date of foaling: _____

Last date wormed: _____

Date and type of last vaccinations: _____

Terms and Conditions:

1. A non-refundable booking fee of \$500.00 per mare is due and payable at the signing of this contract.
2. In addition to the booking fee, the Mare Owner must pay the Stallion Owner all board and fees before departure from Cielo Celeste farms.
3. This is a **LIVE FOAL GUARANTEE**. This guarantee means that the resulting foal stands and nurses for five (5) days. A death certificate must be issued to the Cielo Celeste Farm veterinarian before rebreeding.
4. This agreement cannot be assigned by the Mare Owner. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership after being serviced by stallion.
5. Monthly invoices will be issued for all charges other than the stud fee.
6. Mares must arrive barefoot or shod only in front. Cielo Celeste Farm is authorized to remove shoes rear and have the farrier trim the mare if not properly prepared before arrival at the Mare Owners expense.



7. Conditions: Stallion service will be provided to only healthy mares in sound breeding condition, determined by a veterinarian acceptable to Cielo Celeste Farm. Prior to breeding, Cielo Celeste Farm requires the mare owner's veterinarian to submit a current negative intrauterine culture certificate and certify the immunization for equine rhinopneumonitis (equine herpes type I) have been kept current.

8. The Mare Owner hereby releases Stallion Owner and Cielo Celeste Farm of any liability for sickness, disease, accident, injury or loss of any mare or any foal while in the care, custody and control of Stallion Owner and/or Cielo Celeste Farm. or while in transportation provided by either. Mare Owner assumes all risk or loss or damage to the mare and foal and will insure against any such loss at his/her discretion. Neither Stallion Owner or Cielo Celeste Farm shall be responsible for providing veterinarian care or treatment in case of sickness, disease, or injury of mare however, such veterinarian care and/or treatment may be provided by either at their sole discretion and all charges and expenses thereof shall be paid by Mare Owner.

9. Stallion Owner is under no obligation to AI a mare which is deemed to be in unfit breeding condition. Such determination will be made by a qualified veterinarian and the Mare Owner will be notified by Cielo Celeste Farm. Stallion Owner reserves the right to return to the Mare Owner any unfit mare without further obligation, in such event.

10. Stallion Owner shall furnish Mare Owner with a Stallion Service Certificate only upon payment of the service fee and all other fees and charges for both the Stallion Owner and Cielo Celeste Farm.

11. In the event that any legal action is initiated by either party to this contract concerning provisions hereof, the following shall govern:

a. Any litigation shall be performed by Arbitration.

b. Any such action shall be brought in the Justice court of the Solvang Judicial District or the Superior Court of Santa Barbara County, and the parties hereto agree to subject themselves to the jurisdiction of whichever of said courts is appropriate.

12. This contract is not assignable or transferable from Mare Owner to any other party without prior express written approval of Stallion Owner. No substitution of any mare may be made without prior written approval of the Stallion Owner. The provisions of this contract shall apply to any and all mares, foals, or horses which are boarded at Cielo Celeste Farm by this owner now or in the future.

13. This agreement shall be null and void and the Mare Owner shall be entitled to a refund of the breeding and service fees paid if the stallion should die or become unfit for service prior to servicing the mare in the present breeding season, or applied to a like stallion at Cielo Celeste Farm.

14. Guarantee of Payment. If the individual signing this Agreement as “Mare Owner” signs in a representative capacity (e.g. as partner or agent) such individual (a) represents that he or she has the authority to bind the principal and (b) shall be liable in any event for the duties and obligations of the Owner hereunder.

Executed on: _____

MARE OWNER

Print Name _____
Address _____
City, State, Zip _____
Telephone _____
Mobile _____
Email _____
Signature _____

STALLION OWNER

Print Name _____
Address _____
City, State, Zip _____
Telephone _____
Mobile _____
Email _____
Signature _____

CIELO CELESTE FARM

By _____