



Ken Wold Training Stables & Stallion Services

12141 Keating Road - Wilton, Ca 95693

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2020 BROTHER JACKSON • STALLION SERVICE CONTRACT

The undersigned Mare Owner hereby agrees on this ___ day of _____, 2020, to breed the mare named below to the Stallion BROTHER JACKSON, AQHA Registration number 5313039 for the 2020 season (February 27 – July 15) subject to the following conditions:

Name of Mare

Registration Number

Year Foaled

1. The stallion service fee includes a non-refundable booking fee of \$500. The booking fee and stallion service fee of \$1000 is due and must be paid in full upon execution of this contract. (\$1,500) If you are breeding for an Embryo Transfer, Ken or Ramona Wold must be notified. Ken and Ramona Wold must also be notified of a twin flush within 15 days to provide the second Breeders Certificate. Twin flush must be by natural means and will be charged an addition \$1500.00 which includes a booking and stallion service fee.
2. 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 or does not stand and nurse without assistance, return privileges shall apply only if Ken or Ramona Wold are notified within seven (7) days thereof and receives a veterinarian's statement confirming death.
3. If the mare proves not to be in foal because of the breeding contemplated by this contract, or the foal does not stand, and suck as stated in the previous paragraph, Ken, or Ramona Wold, at their election, may re-breed the mare the following year if they elect to do so. Return privilege shall apply only to the next normal breeding period, From February 27 to July 15 of the following year. A \$500 administrative fee will be charged for re-breeds and is due prior to breeding or providing semen.
4. A Breeders Certificate will be issued for the foal conceived by the mating when Ken or Ramona Wold have been notified that a live foal has been produced and when stallion fees and all other expenses have been paid in full.
5. Should the Stallion die or become unfit for service for any reason then this contract shall become null and void and both parties are relieved of any further obligation hereunder, and any monies paid by Mare Owner toward the Stallion Fee with the exception of the non-refundable Booking Fee and non-refundable Shipped Semen Fee shall be refunded to Mare Owner. If mare becomes unfit for breeding mare owner has the option to change mares upon the discretion of Ken or Ramona Wold. However, mare owner will be charged an additional booking fee of \$500. Mare Owner shall pay for all other expenses incurred including but not limited to veterinarian, board etc.
6. The Live Foal Guarantee in this contract is nontransferable and non-assignable. Should the mare be sold or disposed of prior to the birth of the foal the Live Foal Guarantee shall be void. However, Ken and Ramona Wold may, in their discretion, upon application and payment of a new Booking Fee, continue to honor the Live Foal Guarantee granted to the original owner. In the event Ken or Ramona Wold agrees to the transfer or assignment of the Live Foal Guarantee under the terms of this contract, then the new owner agrees to be bound by all terms and conditions hereof as far as the same may then be applicable.
7. This stallion has a vigorous showing schedule for the 2020 breeding year. Stallion owner, agents and Ken & Ramona Wold make no guarantee that semen will be available during the stallion's absences from the breeding farm. However, Frozen semen will be available at Hunter Stallion Station in Wilton, Ca.
8. Mare Owner agrees that Ken or Ramona Wold has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease, or inherited trait. KEN OR RAMONA WOLD, AND/OR STALLION OWNER MAKES NO IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.
9. Semen prepared for additional cycles past the for first cyle will be charged an additional \$250 per collection.
10. The parties acknowledged that this agreement is made and shall be entirely performed within the State of California and shall be construed and enforced under the laws of the State of California.
11. The contract shall be binding upon the parties hereto upon execution hereof and the same may not be altered or amended, except by written mutual consent of the parties hereto.
12. A photocopy of both sides of the registration papers on your mare must accompany this contract. The owner recorded on the registration certificate will be recorded on the stallion breeding report.
13. 2019 Contracted mares that did not settle: Please note – A booking fee for re-breed privileges is \$500 and due upon execution of this contract. A cooled transported semen fee and frozen semen fee (if applicable) of \$500 is also due for each shipment of semen. If you pick up your semen only one shipment will be prepared for the first cycle at no additional charge (cooled semen only – all frozen semen is \$500). If your mare should need more than one shipment on the first cycle a fee of \$500 shall be due and payable before semen is prepared. Should you change mares within this breeding year due to problems with your mare conceiving there is an additional \$500 "mare change fee".
14. **Waiver of Liability:** It is understood and agreed by Owner that Ken Wold Training Stables and Stallion Services and Ken Wold or/and Ramona Wold and/or its representatives will not be held responsible for accidents, sickness, injury, or death of Mare and/or her foal. Ken Wold Training Stables and Stallion Services and Ken Wold and/or Ramona Wold will exercise judgment in the care and supervision of said mare and her offspring. Furthermore, the above-named parties shall not be held liable for any negligence or errors and assume no liability whatsoever for Mare and Owners. Owner agrees to hold Ken Wold Training Stables & Stallion Services and its representatives harmless from any and all claims arising from or based upon negligence and gross negligence arising from Mare or representatives being on the premises of Ken Wold Training Stables & Stallion Services. Owner's Horse(s) under the care of Ken Wold and/or Ramona Wold and/or its representatives will not be liable or responsible for any damage, injury or death of breeding farm stallions, employees, veterinarians, or other animals in the care of Ken Wold Training Stables & Stallion Services, Ken Wold and /or Ramona Wold and/or its representatives., whether or not caused by Owner's horse(s).

Stallion Owner/Agent:

By: _____

Date: _____

Mare Owner:

Date: _____

Signature of Mare Owner

Mare Owner Information:

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Cell: _____

Fax: _____ Email: _____

Best means of immediate communication: Text Email Phone call

For office use only:

Booking Fee: CC or Ck # _____ \$ 500.00 Payable to **Ramona Wold**

Stallion Service Fee: CC or Ck # _____ \$ 1000.00 Payable to **Ramona Wold**

Total check of \$1,500 payable to Ramona Wold

- All semen being picked up at the farm by owner must also sign a "Shipped Semen Contract" and abide by the rules and regulations within that contract. There will be a \$250 fee charged per collection after the first cycle payable by the mare owner before semen is available for pickup. All "Shipped Semen" past the first cycle/collection will be charged and additional \$500 per shipment. All fees must be paid prior to pick up or shipments.