



Starberry Sport Morgans
Ballston Spa
NY

STALLION STUD SERVICE CONTRACT

THIS AGREEMENT is for the stallion stud services of Clear Creek Zeus (AMHA #183973), Morgan Stallion, in the season of 2024, for the conditions to follow, entered into upon _____ by and between Starberry Sport Morgans and the Mare Owner thus described:

Mare Owner Name:

Mare's Name:

Mare's Registration:

STUD FEE for the 2025 season is \$800, unless this service has been won from a Stallion Service Auction. This fee includes a \$200 non-refundable booking fee, with the remainder of \$600 due before collection.

BREEDING SEASON is between the dates of March 1 and June 30 and is fresh cooled only, collected at and shipped by Irish Hill Century Farm and Rood and Riddle Veterinarians. Mare Owner is responsible for collection and shipping fees, to be paid directly to Irish Hill prior to collection.

LIVE FOAL GUARANTEE

A live foal is one that stands and nurses without assistance, as is generally recognized in standard veterinary practice. Documentation from a licensed Veterinarian is required to prove loss of a foal. Starberry must be notified within fourteen days that the foal did not stand and nurse, or that foal was otherwise lost, to be considered lost.

Mare Owner agrees to furnish upon demand a licensed Veterinarian's Certificate of EHV-1 vaccinations at 5, 7, and 9 months of pregnancy, regular de-wormings, nutrition adequacy, and that the mare was kept off of fescue pasture or hay within the 90 days prior to foaling.

In the event that Mare does not become in foal by end of Breeding Season, or in the case that the foal is lost, Starberry Sport Morgans agrees to waive stud fees for Mare Owner the following season. In the case that the Stallion becomes unable to perform his duty, Starberry will offer a breeding to Mare Owner's choice of available farm stallions.

If Mare becomes unable to carry or passes, as declared in writing by a licensed Veterinarian, breeding may be transferred to another Mare owned by Mare Owner with approval of Starberry. If Owner does not wish to transfer breeding, stud fee paid minus booking fee may be reimbursed. Stallion Service Auction breeding is not applicable for refund by Starberry.



It is expressly understood by the parties that, in the event of any re-breeding of mare, Mare Owner shall be responsible for any and all expenses involved or incurred in the re-servicing of the Mare Owners mare, including but not limited to, stallion collection and shipping. If Owner fails to contact Starberry to schedule collection for re-breeding within the next Breeding Season, this contract is canceled and no fees can be recouped.

TRANSFER: This Agreement shall not be assigned or transferred by either party hereto without the prior written consent of the other party. This agreement is for breeding the Mare designated in this agreement. It is not transferable to any other mare without written approval of Starberry Sport Morgans. Breeding any other mare or breeding additional mares will constitute breach of contract and this agreement becomes null and void.

DEFAULT: Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of a default by one party, the other party shall have the right to recover mediation, arbitration, attorney fees and costs incurred as a result of said default.

ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of this agreement unless reduced to writing and signed by all parties before a notary.

CAPTIONS, HEADINGS: Any captions or headings used in this Agreement are for descriptive purposes only and are not to be considered terms of this Agreement.

MARE OWNER

Signature: _____

Printed: _____

Date: _____

STARBERRY SPORT MORGANS

Signature: _____

Printed: _____

Date: _____

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