

FASTEST TIME WINS LLC

A Horse Riding, Boarding, Training, Breeding Facility

2021 Live Cover Stallion Service Contract

I, _____ the undersigned Owner/Lessee hereby agree to breed the Mare: _____

Registration No: _____ to the Stallion: **Whiskey Echo**
Registration No: Jockey Club 1614558 & AQHA T0618455 standing at Fastest Time Wins LLC for the 2021 breeding season.

The total breeding fee plus other applicable service fees, terms and conditions are listed below:

2021 STUD FEE: Check Selection(s) Below

___ \$1,000 for Thoroughbreds due upon Standing and Nursing

___ \$750 Texas Accredited Thoroughbreds due upon Standing and Nursing

___ \$500 Quarter Horses (Payable at Booking) or See Cooled Shipped Semen Contract

Boarding Fee: \$20/day Pasture, \$25/day Stalled, Additional \$5/day for Mare with foal

1. Mare Owner/Lessee will furnish Fastest Time Wins with current health records (i.e., negative coggins test, deworming, vaccinations, farrier history) and reproductive history. Mares arriving on farm that do not have said documentation or are not current with documentation will be brought current at the Mare Owner/Lessee's expense.
2. The above stated BOARDING FEE will include feed (14% Protein 6% Fat), Alfalfa and or Grass Hay, and Water. Special Supplements (i.e., joint, arthritis, hoof, hair, blood, etc.) or not included but will be supplied if requested in writing. Mares requiring supplements will be stall fed and the stall boarding shall apply. Cost of Supplements will be billed to the Mare Owner/Lessee monthly. Included is normal reproductive procedures. These procedures include management of estrus cycles and normal reproductive medications. (i.e., prostaglandins, etc.). Veterinary reproductive procedures (i.e., ultrasounds, preg checks, intrauterine cultures, hormone injections, uterine lavage/infusion, etc.) will be billed separately. Other medication administered or treatments (i.e., vaccination, deworming) and routine hoof care deemed necessary or appropriate will be billed to the Mare Owner/Lessee monthly.
3. Fastest Time Wins will make attempt(s) to contact Mare Owner/Lessee in the event above Mare requires Veterinarian exam. However Fastest Time Wins may have a veterinarian check said mare or foal for any other health care problem and perform, at its absolute discretion other veterinary services as it deems necessary or appropriate for the mare or foal at Mare Owner/Lessee's expense. This includes but is not limited to the following: treating for infection, disease, accident-related conditions, preventative measures, and emergency treatment including removal to a veterinary facility at Mare Owner/Lessee's expense as deemed necessary by Fastest Time Wins or the treating veterinarian for the best interest of the horse. Fastest Time Wins will require listed Mare to be removed from property if said recommended treatment is refused by Mare Owner/Lessee. All charges to date will be due immediately and said foal guarantee shall be void.
4. Fastest Time Wins agrees to try diligently to settle said mare up to and including July 15, 2021, however if she fails to settle for any reason, Mare Owner/Lessee will hold Fastest Time Wins blameless and return privileges will be granted for the following year only unless otherwise noted on this contract.

5. Fastest Time Wins, its owners, employees, and the stallion owners will not be responsible for any disease, accident, sickness or death of said mare or of foal; and may exercise its judgment in caring and supervising for them. The Mare Owner/Lessee hereby warrants that he/she has made himself/herself familiar with the facilities at Fastest Time Wins and that he/she is also familiar with and approves of the care provided by the ranch
6. Monthly statements will be sent, at the end of each month, to mare owner/lessee for board and care, services provided, and charges made. If any statement becomes unpaid for more than 30 days from statement date, all obligations of stallion owner and Fastest Time Wins shall cease, and the unpaid amount will be subject to a finance charge of 1.5% per month.
7. Fastest Time Wins requires that all unpaid board, expenses and applicable stallion fees must be paid in full before the mare/foal depart from Fastest Time Wins. FAILURE TO PAY CHARGES/ FEES MAY RESULT IN THE MARE/FOAL BEING SOLD IN ACCORDANCE WITH THE LIVESTOCK SERVICE LIEN LAW. (Texas Agriculture Code Title 6 Subtitle E Chapter 188)
8. All rules of the Thoroughbred Jockey Club (Section V, 1, D) American Quarter Horse Association (AQHA Rule #209) or other applicable breed association must be strictly followed regarding breeding and registration.
9. If the mare aborts or fails to conceive, she may return during the breeding season of the following year provided all fees have been paid during the original breeding season and based on the ability of the stallion to produce viable semen. If the mare dies or becomes unfit for breeding, the Mare Owner/Lessee may replace original mare with a suitable replacement approved by stallion owner during the current season or the following season. Mare Owner/Lessee is subject to the Boarding Fee in the rebreed year.
10. Live Foal Guarantee: Breeding fee is for one live foal. A live foal is defined as one that will stand and nurse. If the foal is born dead, Mare Owner/Lessee must provide in writing a statement of foal's death signed by the attending veterinarian within 10 days. Mare Owner/ Lessee is subject to the Boarding Fee in the rebreed year. Stallion fee will not be refunded. A rebreed will be issued for the following year only unless other arrangements are negotiated.
11. Rebreds and donated breeding's are subject to the Boarding Fee.
12. Should the above-named stallion die or become unfit for service for any reason, this contract shall become null and void and both parties are relieved of any further obligation. Monies paid for Stallion fee only shall be refunded by stallion owner if mare is not settled.
13. Mare Owner/Lessee must confirm status of pregnancy (pregnant or open) of mare at 45 – 60 days of gestation with a letter/email /phone call or certificate from the mare's attending veterinarian to Fastest Time Wins. Mare Owner/Lessee is responsible for all associated costs associated with the registration of their foal.
14. The stallion owner will provide a Breeders Certificate to mare owner/lessee upon notification of the birth of the foal. Account balance at Fastest Time Wins must be paid for all fees and services prior to a Breeders Certificate being issued.
15. Mare owner/lessee agrees to notify Fastest Time Wins if the breeding is for an embryo transfer. In the event of multiple embryos from a single flush, mare owner/lessee agrees to pay a stud fee of \$ 500 for each additional live foal. Additional Breeders Certificate will be issued upon receipt of stud fee.
16. Neither Glynn Parent, Fastest Time Wins LLC, the Stallion owner(s) nor any of their representatives shall be liable to the Mare Owner/Lessee or any other person for the failure of the mare to produce a live foal for any reason whatsoever.

17. The Mare owner/Lessee agrees that if Glynn Parent or Fastest Time Wins or the Stallion owner(s) should at any time find it necessary to commence legal proceedings to collect any of the above stated fees or expenses or otherwise to enforce this contract or be required to defend any legal proceedings relating to this contract, the prevailing party will be entitled to court costs and attorney fees entailed in such proceeding and those will be added as costs to the amount due. Time is of the essence in this contract. Any expenses or implied waiver of any breach of this contract shall in no way be construed to be a waiver of any subsequent breach or of any other default or modification of any of the terms of this contract. This contract is entered into Fort Bend County and shall be governed by the laws of the State of Texas. The parties agree that jurisdiction and venue for any dispute arising under this contract shall be in Fort Bend County, Texas.

18. This contract is effective when signed by both parties and is not transferable or assignable.

Is this an Embryo Transfer YES NO (Please select one.)

Mare Owner Information (Please print clearly)

Acceptance by Listed Mare's Owner/Lessee

_____ Owner's Name as shown on Registration Records
_____ Address
_____ City / State / Zip
_____ Home Phone/Cell Phone
_____ Email Address
_____ Owner's/Agent Signature
_____ Date

Acceptance by Fastest Time Wins LLC

_____ Fastest Time Wins LLC Approved By:
_____ Fastest Time Wins Signature
_____ Date
_____ Booking Fee
_____ \$ Paid

Fastest Time Wins LLC

Glynn Parent

PO Box 376 Guy, TX 77444

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