



2017 Dare Ta Fame Stallion Service Contract

Mare owner or recorded lessee hereinafter referred to as "Mare Owner" hereby agrees on this day to breed the mare _____ AQHA or APHA Registration number _____ and only this mare to the Stallion Dare Ta Fame and paying a stallion service fee of \$1,250.00 which includes a nonrefundable booking fee of \$300.00 payable with this contract. This will reserve for the Mare Owner a breeding by means of shipped semen for the 2017 season. A photocopy of the mare's front and back registration papers must accompany this contract. The remaining fee of \$950.00 must be paid prior to any shipment unless alternate arrangements have been made.

One semen shipment is included in the stallion service fee. Any additional shipments requested will be billed at \$300.00 each. Stallion is collected Monday, Wednesday, and Friday. Sunday delivery is not available and Saturday is subject to location. Therefore, we make no guarantees that cooled semen will be available for transportation on any given specific day. Air freight requests are subject to availability and approval and subject to extra fees. Rafter K Ranch, John or Holly Kutalek assumes no liability for weather. Return shipment of equitainers are at Mare Owner's expense and there will be a fee of up to \$250.00 for any equitainer not returned within 5 days of receiving shipment. Disposable shippers need not be returned but is appreciated. Shipment will be made to a location at which the semen will be picked up on the day of arrival of shipment.

A request for cooled transported semen must be made at least 24 hours prior to shipment. Failure to notify Rafter K Ranch by 8:00 A.M. Central time shipping day may result in a refusal to ship semen.

Aged mares are subject to approval. In cases in which mare has difficulty settling or carrying to term, Rafter K Ranch reserves the right to request that a substitute mare be provided.

A "Live Foal Guarantee" will apply only to those mares that are certified by an attending veterinarian to have conceived and carried a pregnancy for 60 or more days from insemination and have received the appropriate health shots throughout pregnancy. A live foal is described as a newborn foal that stands and nurses without assistance. If a foal is born dead, there are return privileges only if Rafter K Ranch is notified within seven days of death and receives a statement confirming death. In the case that a mare fails to settle during the current breeding season, mare owner must furnish written confirmation from attending veterinarian that the mare did in fact fail to conceive and the mare will be rebred the following season or an approved substitution will be rebred the following season. Substitutions are subject to all rules and conditions of the contract and must have appropriate paperwork in place. Neither Rafter K Ranch, its owners John and/or Holly Kutalek, nor its employees or assigns shall be liable for damages as a result of a mare failing to settle, including but not limited to consequential damages, lost breeding opportunities or lost profits.

A "Breeder's Certificate" will be issued for the foal conceived by this mating only when all fees have been paid in full and paperwork accompanying shipped semen has been signed and sent back, and when the mare has produced a live foal by this mating. The "Live Foal Guarantee" is null and void if mare is returned to any competitive training.

If the stallion should die or become unfit for service, this contract shall become null and void, and any money paid as part of the stallion service fee shall be refunded to the Mare Owner.

THIS AGREEMENT is made and shall be considered to be entirely performed within Montgomery County in the State of Texas and shall be construed and enforced under the State Laws of Texas.

When Mare Owner or authorized agent signs and returns this contract to Rafter K Ranch, John and/or Holly Kutalek, it will be binding on both parties, subject to the above terms and conditions. This contract is not transferable or assignable and may not be altered or amended, except by written mutual consent of the parties hereto. The Mare Owner/Lessee agrees to pay all reasonable attorney fees incurred by Rafter K Ranch, John and/or Holly Kutalek, Stallion Owner, in attempting to collect any outstanding balance.

The breeding season begins Feb 15th and ends July 1st of a given year.

SEMEN REQUESTS: Contact HOLLY KUTALEK (713) 829-8887

Rafter K Ranch, John and/or Holly Kutalek

Date _____

P. O. Box 810, Montgomery, TX 77356-0810

Owner or Lessee of Mare (Print)

Address

City, State, Zip

Mare Owner Phone: _____

Mare Owner/Lessee Signature

Mare Owner Email: _____