

**PHILLIPS EQUINE CLINIC, P.C. D/B/A
SOUTHWEST MISSOURI STALLION STATION**

**Sarah Phillips, DVM
5227 E Farm Rd 2
Fair Grove, MO 65648
417 350-4633**

Stallion Board and Management Contract for 2009 Breeding Season

This agreement is made on _____ by and between PHILLIPS EQUINE CLINIC, P.C., herein referred to as CLINIC and _____ herein referred to as OWNER. In consideration of the mutual promises contained here, the parties agree as follows:

Subject to the following terms and conditions, the OWNER shall board:

Name of Stallion	Breed	Registration Number		
_____	_____	_____		
Age	color	Condition	Value	Nick Name

Herein referred to as STALLION with CLINIC for the 20__ breeding season.

Conditions:

- _____ 1. OWNER agrees to pay board for STALLION at a rate of \$_____ per month, which includes daily grooming and turnout (weather permitting.)
- _____ 2. OWNER agrees to keep STALLION at CLINIC throughout the entire breeding season from February 1 through June 30 for the year _____. Should OWNER want to terminate contract and remove STALLION prior to June 30, owner must contractually complete all breeding contracts with mare owners to the satisfaction of CLINIC and pay the balance of board due through June 30.
- _____ 3. CLINIC staff must be present to admit or release STALLION. Owner must notify CLINIC at least 48 hours in advance of delivery or pickup as to the approximate arrival or departure time.
- _____ 4. A minimum of one month's board is required upon arrival for STALLION. Board is due and billed in advance and fractions of one day shall count as one day and is due in advance on the first day of each month. All charges not paid in full by the 15th of the month will be applied to OWNER'S credit card that is required to be placed on file.

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Advertising fees, veterinary and farrier bills shall be paid in full as incurred or will be applied to the authorized credit card on file.

_____ 5. Fees per breeding cycle for shipped semen or breeding assistance for on site mares will be paid directly to CLINIC by the mare owner. There is a \$350 chute fee per shipment, which covers collection, extending, packaging and shipping semen, or any collection and insemination charges incurred in on-site breeding.

_____ 5. Upon STALLION's arrival owner will provide CLINIC with a completed contract, copy of registration papers (front and back), list of most recent vaccinations and de-worming, instructions for specialized feeding and farrier work if applicable, and blankets as needed.

_____ 6. OWNER declares that STALLION is healthy and in sound breeding condition upon arrival to CLINIC. OWNER understands and agrees that it is the OWNER's sole responsibility to carry full insurance including coverage on the STALLION and all personal property. OWNER authorizes to have the CLINIC veterinarian perform any veterinary services deemed necessary by the CLINIC veterinarian, including vaccinations, de-worming, farrier services and semen evaluations as needed. These administrations or procedures are authorized to be performed by CLINIC and/or its authorized subcontractors at OWNER's expense.

_____ 7. Should an emergency arise, CLINIC veterinarian is hereby authorized by OWNER to exercise her judgment in rendering whatever medical attention CLINIC deems prudent. CLINIC veterinarian shall, as soon as practical but without unnecessarily compromising the treatment or comfort of said Stallion, make reasonable attempts to contact OWNER.

_____ 8. OWNER hereby agrees and states that he/she has inspected CLINIC facilities, and by signing this contract, has accepted their condition as being adequately safe and secure for said STALLION. OWNER agrees that CLINIC and any persons associated with CLINIC, will not be held responsible for any disease, accident, sickness or death which may occur to said STALLION and that the CLINIC staff and personnel will exercise their judgment in supervising and caring for the STALLION. OWNER will, likewise, not be responsible for any disease, accident, or death to stallions owned by others under the management of CLINIC.

_____ 9. OWNER agrees to, and will honor all terms of the Breeding Contract and file all necessary breeding reports with the appropriate breed association by filing deadlines.

_____ 10. OWNER agrees to honor the Live Foal Guarantee for all mares bred at CLINIC. In the event the STALLION is sold, the selling owner will either pass on the Live Foal Guarantee responsibility to the new owner or selling owner will reimburse all qualifying mare owners the stud fee less any booking fee.

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- _____ 11. It is agreed, that should the STALLION die, be sold, or become unfit for service, this contract shall be terminated and all fees and expenses become due and payable. Any prepaid fee shall be refunded to OWNER.
- _____ 12. This contract shall become binding when executed.
- _____ 13. This contract shall be executed in and interpreted under the laws of the State of Missouri.
- _____ 14. In any legal action arising out of the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party for the purpose of this agreement if judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to, or during the trial, unless the parties otherwise agree to a settlement or compromise.

_____ Signature of OWNER	Executed on: _____ (date)
_____ OWNER (print name)	At _____ Physical address
_____ Mailing address	In _____ City, State and Zip code
_____ City, State and Zip code	
_____ Telephone Area code and number	
_____ Email address and Fax number	_____ Signature of CLINIC Agent
_____ Insurance carrier	
_____ Policy#	_____ Phone #
Mortality coverage <u>YES / NO</u>	Notification required <u>YES / NO</u>