

NOSTALGIAS DIRTY MONEY

Stallion Service Contract

Secret Hills Ranch

Peter & Missy Benker - Owner's and Breeding Manager's

www.SecretHillsRanch.com

Does not guarantee your breeding space will be reserved for the year of booking until this contract is returned completed and signed with Booking Fee.

This certifies _____ (owner of mare) herein referred to as Mare Owner, has engaged one service to NOSTALGIAS DIRTY MONEY – barn/nickname ‘Monet’ AMHA, AMHR and PtHA Registered (stallion) for the 20____ (Year) Breeding Season at \$300.00 which includes a booking fee of \$100.00 for the

Mare _____, (mare name)

Registry and Number Of Mare: _____

Age of Mare _____ Maiden Mare?(Circle): YES NO

Sire: _____ Dam: _____

Color and Markings of Mare: _____

Anticipated Month of Breeding: _____

Breeding to occur Via Live Cover At Secret Hills Ranch. Mare care is \$150.00 dry, \$200.00 Wet per month which includes cleaning, feed and corral. Farrier, Grooming, Turn Outs, Grain, Worming, Vet, Holding for Farrier or Vet, Etc is in addition to the Mare Care Fee.

Missy (Melissa) and Peter Benker – Secret Hills Ranch (SHR), will herein be referred to as “Breeder” _____ (owner of mare) will be referred to as the mare owner.

This stallion service is engaged subject to the following:

1. All breeding fees must be paid in advance prior to mare being bred. The booking fee, stud fee, collection fees, mare care fees, or any other fees associated with this breeding are non-refundable once received. 18% interest will be charged on all accounts in excess of thirty days. This contract is governed by the laws of the State of California, County of San Diego.

2. The Mare Owner shall agree that each mare offered for breeding shall be in sound breeding condition, good weight, health and free from infection or disease. Any mare certified by the attending veterinarian or breeding manager not to be, in his or her opinion, in sound breeding condition shall not be bred. Mare Owner may substitute another mare within that breeding season. The substitute mare must be approved by the Breeder – Secret Hills Ranch and an

Addendum signed for that mare.

3. The Breeder agrees to diligently try and settle the above named mare or mare listed on addendum if mare is changed. If, however, the mare does not settle for any reason, the Breeder shall be held harmless. There will be a rebreed chute fee of \$50.00 the following year. Mare owner will be responsible for any additional mare care fees if mare fails to conceive in the breeding year listed on this contract. If a different mare is to be used the mare must first be approved by the Breeder Secret Hills Ranch and an addendum contract signed for that mare.

4. Live Foal Guaranteed. Live foal means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts her foal or if the foal is still-born, a season will be guaranteed the following year only, providing notification is given. Rebreed privileges extended beyond the following year shall be subject to an additional fee of \$50.00 per year at the discretion of the Breeder. If the mare owner does not breed their mare or breeds their mare but no viable foal is produced this Contract becomes Null and Void three (3) calendar years from the date listed above and the breeding may no longer be used. All monies paid to Secret Hills Ranch, Vets, and etc are Non Refundable For Any Reason. Breedings may NOT be sold or transferred for ANY reason once booked without explicit permission in writing from The Breeder - Secret Hills Ranch. If the mare listed on this contract is sold the owner may substitute a different mare or the breeding may transfer to the new owner with permission from the Breeder – Secret Hills Ranch. If the breeding is transferred to the new owner a new contract must be signed by the new owner of the mare.

5. The breeding season in force for this contract begins February 1st and closes July 15th. No new mares will be accepted for breedings after the first of July or before the 1st of February unless special arrangements are agreed upon by both parties. If different dates are needed this can be arranged for special circumstances. We cannot guarantee that we will be able to accommodate those needing to breed outside of our breeding season, but will do our best to accommodate anyone needing to breed whatever the time of year.

6. It is further agreed that should the above named stallion die, or become unfit for service, or, if the above named mare dies, during the breeding season then the Owner may substitute another mare or breed the above named mare to another stallion on the farm (IF another Stallion is available) that is agreed to by both the Mare Owner and Breeder.

7. A breeder's certificate will be issued to Mare Owner after all expenses have been paid in full and upon notification of the birth of the foal. It is the Mare Owner's responsibility to have their mare checked routinely throughout her pregnancy to ensure that the pregnancy is healthy and that the mare has not slipped or aborted her foal.

8. Waiver of Liability. It is understood that the breeding farm, its owners, stallion owners, employees, veterinarians, and guests shall not be liable for any injury, escape, disability, or death of any horse or person on its premises. It is further understood that the breeding farm, stallion owners, veterinarians, technicians, handlers etc shall not be responsible for tears, injuries or death sustained to the mare during rectal exams, ultrasound, live breeding etc. Secret Hills Ranch, it's Employees, Veterinarians and Owner's will be held harmless for any tears, infection or any complications from all Breedings. Mare Owner accepts all responsibility and

liability for mares boarded and Bred at Secret Hills Ranch during breeding. Initials _____

9. It is understood and agreed that the stallion owners, their family, heirs, ranch managers, affiliated veterinarians and anyone else directly or indirectly involved in this breeding are not responsible for any death, injury, illness or any other misfortune that may occur from this breeding to either the mare owner, the mare or the resulting foal. This includes but is not limited to live cover, insemination, rectal exams, pregnancy of the mare, foaling of the mare and anything else to do with the breeding of the above named stallion and mare.

10. ALL fees are NON REFUNDABLE for ANY reason. Initials _____

By Signing below I agree to all terms and conditions of this contract and agree to pay all fees incurred by the above named mare. Any and all fees paid are Non-Refundable For ANY Reason. When the above named Mare Owner signs and returns one copy of this contract to the Breeder, it will then be a binding contract on both parties, subject to the terms and conditions. This Contract is Governed by the State of California, City of San Diego.

Mare Owner x: _____

Printed Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell Phone Number: (_____) _____ - _____

E-Mail: _____

Stallion Owner x: _____

Missy (Melissa) Benker

Stallion Owner x: _____

Peter Benker

Secret Hills Ranch
Owner's & Breeding Manager's:
Peter & Missy Benker
2715 South Grade Rd
Alpine, CA 91901
619-820-2994 - Missy's Cell
619-820-2906 - Peter's Cell