

This **STALLION BREEDING CONTRACT FOR ON-FARM SERVICE** for the breeding season of 200\_\_\_, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_, is by and between Dan McWhirter Quarter Horses, hereinafter designated Stallion Owner, and \_\_\_\_\_, hereinafter designated Mare Owner. Mare Owner agrees to breed the Mare \_\_\_\_\_, Reg No. \_\_\_\_\_, to the Stallion **IOTA INVEST** AQHA# 3228951, for the Stud Fee of \$1200, for a live foal, subject to the following conditions:

1. A booking fee of \$400 of the above fee is payable with this contract and the balance of \$800 will be paid upon the mare being pronounced "safe in foal." The booking fee is non-refundable. The Stallion Owner requires 48 hours advance notice when the Mare Owner wishes to remove his mare(s) from the farm.
2. Mare, and foal, if applicable, will be periodically vaccinated and wormed as deemed necessary by our veterinarian at Mare Owner's expense. It is recommended mares be wormed and vaccinated within 60 days of entering the farm.
3. The State of Nebraska requires a current negative Coggins test on mares coming from outside Nebraska.
4. The Mare Owner shall agree that each mare offered for breeding shall be in sound breeding condition and free from infection or disease. Any mare that is determined by the attending veterinarian not to be in sound breeding condition shall not be bred. A Mare Owner may substitute another mare within that breeding season upon approval of Stallion Owner.
5. The Stallion Owner agrees to diligently try and settle the above named mare and shall have sole discretion of determining the best method of breeding such mare. If, however, the mare does not settle, the Stallion Owner shall be held harmless. There will be no guarantee of a live foal for any mare leaving Dan McWhirter Quarter Horses before being checked "safe in foal" by the attending veterinarian. "Safe in foal" means that the Mare has been checked by a licensed veterinarian and found to be sixty (60) days in foal.
6. Live Foal Guarantee ("LFG"). Live foal means the foal shall stand and nurse. It is understood if the mare proves barren, aborts her foal or if the foal is stillborn, a return season will be guaranteed for the subsequent breeding season only, providing proper notification is given. Proper notification shall be defined as follows: written certification by a licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal. Mare Owner certifies that such abortion or death did not result from any act or omission of the Mare Owner subsequent to the mare's departure from Dan McWhirter Quarter Horses.
7. The breeding season in force for this contract shall begin February 1 and close July 1.
8. 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 Mare Owner may substitute another mare or breed the above named mare to another stallion on the farm that is agreed to by both the Mare Owner and Stallion Owner. It is further understood that frozen semen shall satisfy the terms of the LFG.
9. 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 a live foal.
10. **Waiver of Liability. It is understood that Dan McWhirter Quarter Horses, its owners, employees, veterinarians, and guests shall not be liable for any injury, escape, disability, or death of any horse on its premises. The above named Mare Owner, whose horse(s) are under the care of Dan McWhirter Quarter Horses will not be liable or responsible for any damage, injury, or death to the breeding farm stallions, employees, veterinarians, or other animals in the care of Dan McWhirter Quarter Horses, whether or not caused by his horse.**
11. *This contract is non-assignable and non-transferable.*
12. This contract is entered into the State of Nebraska, and will be interpreted and enforced under the laws of Nebraska. If any clause in the contract is against Nebraska law, then only that clause shall be null and void.
13. Attachment 1 is attached hereto and made a part hereof.
14. This contract represents the entire agreement between the parties. No other agreements, promises, verbal or implied, are included unless specifically stated in this written Contract. The original contract will be kept on file at McWhirter Quarter Horses and a copy provided for Mare Owner. When Mare Owner and Stallion Owner have signed this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Signature \_\_\_\_\_  
(Mare Owner's (or authorized agent's))

Signature \_\_\_\_\_  
(Stallion Owner's (or authorized agent's))

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_



**Attachment 1 of 3**  
**RULES FOR STALLION SERVICE**  
**ON-FARM**

- A. The Stud Fee for ABSOLUTE ASSET is \$1200. The Booking Fee of \$400 is due with the signed STALLION SERVICE CONTRACT. Mares should be booked early.
- B. A Copy of the MARE'S REGISTRATION PAPERS (both sides) must also be included with the signed Contract along with a completed REPRODUCTIVE HISTORY QUESTIONNAIRE contained in Attachment 1.
- C. Balance of Stud Fee, \$800, is due when the mare is pronounced "safe in foal."
- D. All other fees and expenses will be billed on a monthly basis. A finance charge of 1.5% of the unpaid balance will be charged on all balances remaining due past thirty (30) days.
- E. For your convenience, we do accept Master Card and Visa. If you wish to use a credit card, A CREDIT CARD AUTHORIZATION FORM (attached), must be completed, signed and returned with the signed Contract.
- F. Live Foal Guarantee: If the Mare does not produce a live foal in 2006, a rebreed will be allowed for the same mare or a substitute mare for the 2007 season only.
- G. Mare (and foal, if applicable) will be periodically vaccinated and wormed as deemed necessary by our Veterinarian at Mare Owner's expense. Every effort will be made to insure that your mare (and foal) receive the best care possible.



**Attachment 2 of 3**  
**REPRODUCTIVE HISTORY QUESTIONNAIRE**  
**ON-FARM**

**Section 1**

1. Mare Name \_\_\_\_\_
2. Year of Birth \_\_\_\_\_
3. Reproductive Status \_\_\_\_\_ Maiden (Never been bred) \_\_\_\_\_ Open/Baren  
\_\_\_\_\_ Foal at side \_\_\_\_\_ In foal  
\_\_\_\_\_ If in foal, last breeding date \_\_\_\_\_  
\_\_\_\_\_ If in foal, will mare foal at McWhirters? \_\_\_\_\_

**If this mare is maiden or if this mare has been bred at McWhirter Quarter Horses in the last two (2) years, you do not need to complete Section 2 and should go on to Section 3.**

**Section 2**

4. How many foals has this mare had? \_\_\_\_\_
5. If the mare is open, when was she last bred? \_\_\_\_\_
6. Has this mare ever been treated for a uterine infection? \_\_\_\_\_  
If so what type? \_\_\_\_\_ Streptococcus \_\_\_\_\_ E. Coli \_\_\_\_\_  
\_\_\_\_\_ Klebsiella \_\_\_\_\_ Pseudomonas \_\_\_\_\_  
\_\_\_\_\_ Other \_\_\_\_\_
7. Has she had a uterine biopsy? \_\_\_\_\_ If so please provide copies of biopsy reports.
8. Has the mare every conceived twins? \_\_\_\_\_
9. Has the mare ever aborted a pregnancy? \_\_\_\_\_ If so in what month of gestation? \_\_\_\_\_
10. Has this mare ever been diagnosed as our treated as progesterone deficient? \_\_\_\_\_
11. Does this mare readily show signs of estrus (tease) when she is "in heat" \_\_\_\_\_
12. As far as you know, does this mare display normal 21 day estrous cycles? \_\_\_\_\_
- Where was she last bred? \_\_\_\_\_
- Contact person: \_\_\_\_\_
- Phone number: \_\_\_\_\_
13. Please advise us of any other pertinent information regarding your mare's reproductive history: \_\_\_\_\_

**Section 3**

14. Please list the last vaccination date for your mare for the following vaccinations:  
\_\_\_\_\_ Encephalitis \_\_\_\_\_ Rhinopneumonitis \_\_\_\_\_ Tetanus \_\_\_\_\_ Influenza
15. When was the last date your mare was wormed? \_\_\_\_\_  
What deworming product was used? \_\_\_\_\_
16. Which level of mare care do you want? \_\_\_\_\_ Paddock \_\_\_\_\_ Stall
17. Expected arrival date at McWhirter's: \_\_\_\_\_

Please complete this form and return it with your signed Stallion Service Contract. If you have questions, please call **Carol McWhirter**, Stallion Manager, phone 402-744-8341, fax 402-744-8371 or email [investor@gtmc.net](mailto:investor@gtmc.net).



**Attachment 3 of 3  
CREDIT CARD AUTHORIZATION FORM  
ON-FARM**

Date: \_\_\_\_\_

**Please Use Credit Card For:**

F Booking Fee: \_\_\_\_\_

Stud Fee Balance: \_\_\_\_\_

Mare Care: \_\_\_\_\_

All Charges Incurred: \_\_\_\_\_

**To: Dan McWhirter Quarter Horses**

This is to verify that I, \_\_\_\_\_ authorize Dan McWhirter Quarter Horses to pay my account with the use of my Master Card/Visa credit card. Dan McWhirter Quarter Horses has not stamped my card, but will keep this letter and signature on file to verify authorization. Dan McWhirter Quarter Horses will only charge my statement upon my authorization.

Master Card #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Name on Credit Card: \_\_\_\_\_

Visa Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Name on Credit Card: \_\_\_\_\_

Signature: \_\_\_\_\_

