

Walsh Quarter Horses
21375 Hwy 550 South
Montrose CO 81403
(970) 249-0998
walshquarterhorses@gmail.com



Stallion Service Agreement

This agreement is entered into this _____ day of _____, 2024 by and between **Walsh Quarter Horses**, (Hereinafter referred to **WQH**), and **Stallion owner**:

(Here after referred to as Stallion Owner)

Owner Address:

Phone Number: Home _____ Cell _____

Email Address: _____

Walsh Quarter Horses agrees to provide services selected below for the **Stallion** identified below.

Registered Name: _____ **Barn Name:** _____

Breed: _____ **Age:** _____

Registration #: _____ **Color:** _____

SERVICES & FEES:

___ Stallion Breeding Soundness Exam.....	\$ _____
___ Stallion Phantom Training.....	\$600.00
___ Semen Collection & Evaluation.....	\$100
___ Stallion Collection (clean out).....	\$75.00
___ Semen Cooling Evaluation using various Extenders (24, 48, & 72 hours).....	\$ _____
___ Semen Collection & Cooling (Farm Pickup).....	\$125.00
___ Equine Express II Cooled Semen Transport System.....	\$45
___ Semen Collection, Evaluation, Packaging and Shipping via FedEx.....	\$300

FREEZING SEMEN/STORAGE FEES:

___ Semen Freezing \$ _____ per collection _____ approximant # of Straws wanted

Stallion Board

___ Stall w/lights & turnout.....	\$600.00
___ Covered Paddock.....	\$550.00
___ Daily/Short term Stallion Board (per day).....	\$20.00
___ Daily Exercise & Grooming (per day)	\$20.00

*Stallion board includes bathing, clipping, blanketing, quality grass/alfalfa hay and owner provided supplements.

TERMS AND CONDITIONS

- 1.** The person signing this Contract represents and warrants that he/she is the true and lawful owner/agent of the Stallion or Frozen Semen. The signatory shall be fully responsible for all charges incurred under this Contract and shall indemnify, defend and hold harmless **WQH** from any and all claims of every kind and nature, arising as a result of or in connection with this Contract (including any claim that such person lacked the right or authority to execute this Contract on behalf of the true owner). All references in this Contract to the Stallion or Frozen Semen shall be deemed binding upon the person signing this Contract and the owner of the Stallion or Frozen Semen (hereinafter, individually and collectively referred to as the Stallion or Frozen Semen Owner).
- 2.** Stallion or Frozen Semen Owner agrees that during the period **WQH** is in possession of the Stallion, good equine practice may suggest and/or require the Stallion be vaccinated, dewormed, feet trimmed or shod, and routine dental care. Therefore, during the term of this Contract, the Stallion Owner hereby grants to **WQH** the right and authority, based upon its independent judgment, to administer routine preventative medicine and to have the Stallion trimmed or shod at any time by a farrier selected by **WQH**. The Stallion Owner shall pay/reimburse **WQH** for the cost thereof upon invoice as set forth in section 6 below.
- 3.** The Stallion/Frozen Semen Owner hereby releases and shall indemnify and hold **WQH** harmless from any claim, demand or loss arising from any disease, injury or death in the Stallion/Frozen Semen arising out of any undertaking by **WQH** under the terms of this provision. Further, Stallion/Frozen Semen Owner shall exonerate, protect, indemnify, defend, and hold harmless **WQH**, from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorney's fees, and damages of every kind (including, without limitation, those arising out of or attributed, directly or indirectly, to or resulting from any and all negligent acts or omissions of Stallion/Frozen Semen Owner, or of any person while under Stallion/Frozen Semen Owner's possession or control, whether caused by the sole negligent acts or omissions of **WQH**), arising out of or attributed, directly or indirectly, to the use, possession, transportation, (including transportation, delivery and pick up by **WQH**), conditions, or storage of the stallion, frozen semen, irrespective of the legal theory upon which any such claim or suit may be based. This indemnification shall extend to the successors and assigns of **WQH**.

WARNING: Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

4. IF WQH IS ACTING AS THE "STALLION MANAGER"

- a. The Stallion Manager is employed as an independent contractor-the parties do not intend to create a joint venture partnership, or any other relationship.
- b. A Breeding Soundness Exam including a test-cooling of the semen is to be performed on the Stallion by the Stallion Manager at cost to the Stallion Owner to evaluate potential fertility, determine spermatozoa motility after cooling and estimate the number of mares that may be bred during a breeding season.
- c. **WQH**, only agrees to enter into this management agreement if results of the aforementioned breeding soundness exam are satisfactory and stallion is deemed by **WQH** to be a "potentially satisfactory breeder".

- d. The Stallion Owner is responsible for all advertisement of the Stallion and all associated costs, stallion will be added to www.walshquarterhorses.com at no extra cost to Stallion Owner. **WQH** does not guarantee booked mares.
- e. During the term of this agreement, the Stallion will stand at the **Walsh Quarter Horses 21375 HWY 550 S Montrose, CO 81403**. The Stallion will be bred by AI. On-Site during an annual season commencing on or about **Feb. 2nd** and ending on or about **July 31st**, unless arrangements have been made well in advance, with specific dates to be determined by the Stallion manager. Semen collection services for shipped semen will be provided **Feb 2nd** to **July 31st**, on Monday's, Wednesday's and Friday's only.
- f. The Stallion Owner will provide all information required for registration by the appropriate breed associations. **WQH** shall make every effort to provide semen or breed mares booked to the Stallion at an appropriate time.
- g. **WQH** will attempt to deliver transported cooled/frozen semen timely and in good condition. Stallion Owner acknowledges that **WQH** cannot guarantee delivery within a specific time period, nor that the cooled/frozen semen will safely reach the insemination destination without losing some of its integrity, quality or characteristics.
- h. The Stallion Manager will maintain appropriate records relating to the breeding of the Stallions and furnish the Stallion Owner with a report on or before **October 30th** of the breeding activity of the Stallion from the current breeding season for the November 30th Stallion Breeding Report deadline.
- i. All stallions must be accompanied by a current coggins (within last 12 months) and health certificate indicating current vaccinations for Equine influenza, Tetanus, Sleeping Sickness, Rhinopneumonitis, West Nile and Strangles upon arrival at **WQH**. If vaccination report does not accompany stallion, stallion will be vaccinated shortly after arrival at the Stallion Owners expense.

5. FOR FROZEN SEMEN STORAGE

- a. **WQH** agrees to store frozen semen from said Stallion. No more than 4 straws from each collection will be retained for quality control, including cultures post thaw.
- c. Beginning the first day that semen has been stored, storage fees will be applied.
- d. **WQH** will attempt to maintain storage costs at current prices. **WQH** reserves the right to adjust prices accordingly as material costs increased or storage procedure changes. Semen Owner will be notified of price increases in writing.
- e. **WQH** shall make every effort to maintain the frozen semen in proper storage conditions pursuant to this agreement. The Frozen Semen Owner agrees to assume all responsibility for the Frozen Semen and shall bear all risk of loss or damage to the Frozen Semen, whether by loss, infection, theft or otherwise and by any cause whatsoever, and agrees to hold **WQH** (or any person employed by or associated with **WQH**) harmless on any and all damages associated.
- f. When invoices are not paid to **WQH** for 30 days a letter will be sent to The Frozen Semen Owner requesting that semen billing is brought current. Stallion semen will be destroyed 30 days from date of letter whether or not received/accepted by The Frozen Semen Owner if account is not paid in full.

6. Departure of Stallion/Frozen Semen

a. The Stallion/Frozen Semen Owner agrees to pay all charges in full before removing stallion/frozen semen. 7 day notice must be given prior to departure of the stallion/frozen semen to allow preparation of required paperwork. The Stallion/Frozen Semen Owner is required to make transportation arrangements for stallion/frozen semen between the hours of 8am to 5pm Monday through Saturday, unless previous arrangements have been made in advance.

b. Stallion, Frozen Semen will not be released if all associated invoices are not paid in full prior to departure.

c. All invoices balances are payable within 30 days of monthly or final invoice. AFTER 30 DAYS FROM BILLING DATE, A \$25.00 LATE FEE will be charged. **WQH** reserves the right to refuse or suspend service when any of the Stallion/Frozen Semen Owner’s accounts with **WQH** if past due. The Stallion/Frozen Semen Owner agrees to pay all costs and reasonable attorney fees incurred by **WQH** in attempting to collect any outstanding balance. The Stallion/Frozen Semen Owner acknowledges lien rights of **WQH** pursuant to C.R.S. 38-20-203 and hereby irrevocably grants a lien as described therein to **WQH** for purposes of securing payment on Stallion/Frozen Semen Owner’s account(s).

7. Stallion/Frozen Semen Owner is responsible for any insurance desired on the Stallion and/or Frozen Semen. **WQH** does not provide insurance.

8. Stallion/Frozen Semen Owner is responsible for parentage testing of any foal.

9. Stallion/Frozen Semen Owner is responsible for a Breed Registry rules and regulations including, but not limited to, brand inspections required by law. Stallion/Frozen Semen Owner shall promptly furnish proof of ownership, breed registry and brand inspection upon request by **WQH**. The Stallion/Frozen Semen Owner hereby releases, protect, exonerate and shall indemnify and hold **WQH** or any person employed by or associated with, harmless from any claim, said stallion’s semen or resulting foal from said stallion does not DNA, Parentage Verification true to Breed Registry rules or for any other reason.

10. If at any time **WQH** determines, in its sole judgment and discretion, that the Stallion needs to be transferred to the Veterinary Hospital for medical or surgical treatment, the Stallion Owner is responsible for all charges. These charges are to be billed separately by the Veterinary Hospital and must be paid in full before the animal can be returned back to **WQH**. **WQH** will make reasonable efforts to contact Stallion Owner in the event that such transfer is required; however, if Stallion Owner cannot be immediately reached, Stallion Owner hereby authorizes **WQH** to initiate such transfer, care and treatment.

Stallion is/is not considered a surgical candidate in the event, of colic or serious illness/accident.

_____Surgical Candidate _____Not A Surgical Candidate

11. This contract is non-transferable. If the Stallion/Frozen Semen is sold, all unpaid fees become immediately due and payable and no refunds will be made. This Contract is subject to the laws of the State of Colorado.

12. **WQH** reserves the right to discontinue service at its discretion and to terminate this Contract upon 10 days notice to Stallion/Frozen Semen Owner.

13. Each party agrees to comply with all applicable federal, state and local laws, codes regulations, rules, and orders. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the District Court in and for the City of Montrose and County of Montrose, Colorado. If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of animals under this Contract, Stallion/Frozen Semen Owner hereby authorizes and appoints **WQH** to execute any required documents on Stallion/Frozen Semen Owner's behalf.

14. a. Stallion/Frozen Semen Owner will be considered in default of its obligations under this Contract if Stallion/Frozen Semen Owner fails to remit any payment within 30 days after invoice or otherwise fails to observe to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for 10 days after **WQH** gives Stallion/Frozen Semen Owner written notice thereof. In the event of default by Stallion/Frozen Semen Owner, **WQH** may terminate this Contract as of the date specified in the notice, without prejudice to any other right or relief provided by law. Jurisdiction and venue for any action to enforce this Contract, or for damages or any other relief arising from or in connection with it, shall lie exclusively in the District Court in and for the County of Montrose, State of Colorado.

b. An insufficient fund fee, current with Bank of Colorado, will be charge on all returned checks along with any late fees incurred due to insufficient funds.

15. This Contract constitutes the entire Contract between the parties and supersedes any previous contracts, understandings, or Contracts of the parties, whether oral or written, concerning the subject matter of this Contract.

No services other than those expressly stated in this Contract will be provided by **WQH** without an express, written and signed amendment to this Contract.

In the event, the Stallion needs to be transferred to the Veterinary Clinic for emergency medical or surgical treatment **WQH** will make every attempt to contact the Owner or the authorized emergency contact. If contact attempts are unsuccessful, I _____ give consent to **WQH** to provide veterinary services to said Stallion.

Stallion
Owner/Agent _____ Date: _____

Breeding Facility accept payments by (check payment type): Check PayPal Visa
 Master Card Discover Card

Card Number: _____ - _____ - _____ - _____
Expiration Date: ____/____ Authorization Code: _____ Zip Code: _____

Cardholder's Signature _____