

OSWOOD STALLION STATION, INC.

1400 Old Garner Road • Weatherford, Texas 76088 • Ph#817-599-4560 • Fax: 817-599-4564 • oswoodstallionst@aol.com

FOALING SERVICE CONTRACT

I hereby agree on the _____ day of _____, 20____ to contract with Oswood Stallion Station, Inc., hereinafter known as "OSS", to provide the foaling service for the Mare, _____, Registration Number _____ (AQHA/APHA), info to _____ (If the mare indicated is a recipient mare, please provide embryo parentage as follows) _____ for the fee of \$500.00, subject to the following terms and conditions:

1. Monthly statements shall be mailed for services herein provided. Such statements shall be due and payable upon presentation. Statements not paid within 30 days will be subject to a finance charge of 1.5% per month or the maximum rate allowed by law. The balance of the Foaling Fee, plus all unpaid board and expenses must be paid in full before the mare and foal will be released. Mare owner representative will be allowed to pick up mare if a signed Credit Card authorization is on file.
2. OSS agrees to furnish all facilities for the care and feeding of the mare while in its custody. A Foal Alert TM system will be used to monitor the mare as she reaches the final stages of her gestation, in preparation to foal. A fee of \$120.00 will be charged for the use of the transmitting device. Mare Owner agrees to pay for care and feed at the daily rate of \$18.00 for pasture mares or \$20.00 for paddock mares and \$25.00 for stalled mares. An additional \$ 2.50 per day will be charged on all wet mares in pasture; and an additional \$5.00 will be charged on all wet mares being stalled. These fees are subject to change at the discretion of Oswood Stallion Station, Inc.
3. OSS will exercise judgment in care and supervision of mare and foal. OSS veterinarian will administer medical care as deemed necessary for the health and safety of the mare and her foal at Mare Owner's expense. If the Mare Owner instructs OSS to administer the Series of plasma (indicate below) to the resulting foal, understand there is a risk of an anaphylactic reaction that can result in death.
Rhodococcus antibody plasma series desired: _____ **YES** _____ **NO** _____
4. Mares shall be in a healthy and sound condition. Mare Owners will furnish OSS with a current negative Coggins Test, photocopy of mare's registration papers, plus all current health records. **Mares arriving on farm without said supporting documentation or not current with their health care will be tested, dewormed and given all appropriate vaccines at Mare Owner's expense.** OSS reserves the right to refuse to accept any mare that is not in proper condition, or does not have all of the records, tests, and registration documents as required herein.
5. The undersigned agrees that OSS and its agents, officers and employees will not be responsible for accident, injury, sickness or death to the mare or its foal, whether from flood, fire, theft, acts of God, or for any other reason. The undersigned agrees to and shall indemnify and hold harmless Breeder and its officers, agents, and employees from and against any and all claims, loss, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of the mare and/or foal. Any person associated with Breeder is not liable for death, or any disease, accident and/or injury caused to the mare and/or her foal.
6. This shall be a binding contract on both parties, subject to the terms and conditions set forth herein and shall be binding on and shall insure to the benefit of the parties and their heirs, personal representatives and permitted successors and assigns. This contract is not transferable or assignable by Mare Owner and is made solely for the benefit of the parties hereto and their respective permitted successors and assigns and no other person or entity shall have or acquire any right by virtue of this contract not provided for in writing and signed by both parties.
7. The parties hereto specifically agree that this Agreement shall be construed, governed and interpreted by and in accordance with the internal laws of the State of Texas. If any action or arbitration is brought to enforce or interpret the terms of this Agreement, the proper place of venue shall be in Parker County, Texas as this Agreement shall be performed in Parker County, Texas, and the last act to make this a binding contract occurred in Parker County, Texas. Should any civil action be commenced between the parties hereto concerning this Agreement, or any rights or duties hereunder, the prevailing party shall be entitled, in addition to any other relief as may be granted, to reasonable attorney's fees and disbursements as determined by a court of competent jurisdiction. If any provisions of this Agreement shall nevertheless continue in full force and effect without being impaired or invalidated in any way except the parties agree to insert, to the extent possible, a substitute provision to carry out the intentions of the parties.
8. Additional Terms: _____

MARE OWNER INFORMATION (please print clearly)

OSWOOD STALLION STATION, INC. (for office use only)

Owner's Name as shown on Registration Records _____

Approved by _____

Address _____

Date _____

City, State & Zip _____

Home Phone/Fax _____

Cell Phone _____

Email Address _____

Signature _____

I hereby authorize Oswood Stallion Station, Inc. to charge the following credit card for charges not prepaid:

Circle One: ☐ VISA ☐ MasterCard ☐ AmEx

Name on card: _____

Card Number: _____

Expiration Date: _____ CCV# _____ Billing Zip Code _____

Signature _____