



### **SURELY A HIGHBROW Stallion Service Contract**

Hoff Ranch hereby reserves (1) breeding to SURELY A HIGHBROW AQHA Registration #5287780 for the Breeding Fee of:

\_\_\_\_\_ \$800- Frozen Semen (Includes Chute Fee & First Shipment)

\_\_\_\_\_ \$700- Live Coverage (Includes 45 Days of Pasture care)

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Breeding year \_\_\_\_\_

Mare Owner: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mare's Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_

AQHA \_\_\_\_\_ APHA \_\_\_\_\_

## **GENERAL TERMS:**

1. A Non-Refundable booking fee of \$300 will be due when returning signed contract (booking fee will be deducted from breeding fee) The Balance of Stallion Fee is due before the mare leaves the premises for live coverage or prior to the first semen shipment.
2. Mare owner must attach a copy of the mare's registration papers to this contract and provide all other information as requested.
3. Mare shall be in healthy and sound breeding condition. If the mare dies or becomes unfit to breed, the Mare Owner may return during this season or the following season ONLY with a suitable mare approved by the Stallion Owner/Breeder. Breeder may, at its election, either breed the mare or refund the breeding fee, thereby relieving the Breeder of its obligations to breed the mare.
4. If the Stallion should die or become unfit for service prior to the mare getting in foal, the Breeding Fee shall be refunded, and the contract becomes null and void.
5. It is solely the Mare Owner's own responsibility to ensure no gene mutation zygotity will incur from this mating. The Stallion Owner may not be held liable for any occurrences of inherited genetic defects or diseases in the resulting foal under this contract. The breeder does not make any warranty or representation as to the quality or confirmation of the foal, merchantability, or fitness for a particular purpose, or that the foal will be free of any infirmity, conformation defect, disease, or inherited trait.
6. This contract contains a Live Foal Guarantee. Should any foal which is born to the mare, pursuant to this contract, not stand and nurse, the Owner shall be entitled to a re-breed the following year only for this mare only. THIS REBREED SHALL APPLY ONLY IF HOFF RANCH IS NOTIFIED WITHIN ONE (1) WEEK OF THE DEATH OF THE FOAL. THIS NOTIFICATION MUST BE ACCOMPANIED BY A STATEMENT FROM A LICENSED VETERINARIAN, STATING THE CAUSE OF DEATH. Hoff Ranches sole liability and obligation for any foal that is born to the mare but does not stand and nurse, shall be the granting of a re-breed. Such breeding shall apply to the Breeding Fee only and only to the season immediately following the season set forth in this contract. The Owner shall pay Mare Care for the mare, under the same terms set forth in this contract (for live coverage breeding).
7. A Breeder's Certificate will be issued for a foal when the Stallion Report is filed, the Stallion Fee and all other expenses have been received by the Mare Owner in full, and Breeder has been notified that a live foal has been produced.
8. If it should become necessary for Hoff Ranch to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due, the mare owner will pay all of Hoff Ranches expenses and costs, including reasonable and necessary attorney's fees incurred by Hoff Ranch in enforcing this contract.
9. Any dispute related to this contract will be governed by the laws of the State of Texas and venue of any dispute arising from this Contract shall be in Goliad County, Texas.
10. Donated breeding's do not include shipping of frozen semen.
11. There will be no exceptions to the terms of this contract, and it is not transferable unless provided for in writing and signed by all parties.

**LIVE COVERAGE:**

1. The mare owner is responsible for the drop off and pick up of mare and/or foal. Hoff Ranch is not responsible for transport, nor will we be the middleman with a transport company. We can suggest companies that we have personally used but that is the extent.
2. Mare Owner will furnish Breeder with a current negative Coggins test in addition to a copy of the registration papers as mentioned above.
3. Mare must be halter broke with both back shoes removed before arriving at ranch.
4. Breeder will exercise judgment in care and supervision of mare. If an emergency arises and owner cannot be reached via, phone call, text and email within 2 hours, Breeder's veterinarian will administer medical care as deemed necessary for the health and safety of the mare at Mare Owner's expense.
5. Mare owner shall not hold Hoff Ranch harmless for any accident, injury, theft, disease, sickness, or death suffered by the mare and/or foal, or any other cause of action whatsoever arising out of or connected in any way with On Farm Breeding. This includes but is not limited to, any claims of damage, loss or injury that may occur to any person or personal property. In the event of any injury or death to the mare and/or foal, the mare owner will look solely to his/her own insurance. And that Mare Owner is not liable for the death, accidents or injury caused to the stallion.
6. The breeder requires the balance of the Stallion Fee, plus all unpaid board and expenses must be paid in full before the mare is released.
7. The pickup date from time of drop off is 45 days. You will get a reminder text and email 2 days prior to pick up. You will be charged \$15/ day for mares and \$20/ day for cares with foals for each additional day that they are left after the pickup day. If your mare and/or foal has not been picked up 30 days after your pickup date Hoff Ranch will enforce a 'Horseman's Lien'

**FROZEN SEMEN:**

1. Mare Owner agrees to use all frozen semen provided by the Agreement for the mare named in this Agreement and no other.
2. Insemination must be done by a veterinarian knowledgeable in successful insemination techniques.
3. A balance of \$500 (after the booking fee is received) will be due before any semen is shipped.
4. The first shipment will be paid for by Hoff Ranch. In the case of subsequent shipments, any additional shipping fees must be paid in advance by the Mare Owner, to Hoff Ranch at \$300.00 per shipment.

All frozen semen will be shipped from:

Victoria Veterinary Clinic  
3902 Houston Highway  
Victoria, Texas 77901  
(361) 703-5644

5. You must give 24-hour advance notice to Victoria Veterinary Clinic prior to actual shipment at (361) 703-5466. Shipment requests must be called in, and not emailed.

6. Shipping containers must be returned to Victoria Veterinary Clinic within 72 hours of receipt of semen shipment. Shipping containers not returned within the above specified time frame are subject to a fee of \$25.00/day until returned to Victoria Veterinary Clinic.

**DONATED BREEDINGS:**

1. Donated Breedings are for live coverage only and include 45 days of pasture care. If you wish to do Frozen Semen, there will be a \$300 charge.
2. Should the Stallion die or become unfit for service prior to breeding, or if a live foal is not produced and the stallion is deceased, the donation is null and void, in other words, it holds no monetary value.

**PAYMENT:**

**All invoices will be sent via PayPal or checks can be payable to Seth and Kayla Hoff and mailed to:**

Seth & Kayla Hoff  
10685 N US Highway 183  
Goliad, Texas 77963

Mare Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Breeder Signature: \_\_\_\_\_ Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Amount Received: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Amount Due: \$ \_\_\_\_\_ Date: \_\_\_\_\_

**This contract contains the entire agreement between the parties and shall be binding upon the parties hereto, upon execution hereof, and the same may not be altered or amended, except by written mutual consent of the parties hereto. 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. The parties hereby 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 Goliad County, Texas as this agreement shall be performed in Goliad County, Texas as the last act to make this a binding contract occurred in Goliad County, Texas.**

**WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.**

**HOF**

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