ZIMMERMAN FARMS L.C.
2010
STALLION SERVICE CONTRACT

1. I (Owner) hereby agree to breed my mare_____

   Jockey Club Registration #_____, by_____, out

   of_____ for the 2010 season of and agree to pay as follows the sum of:

   Circle and initial one of the options below.

   $1500 due stands and nurses

   Or: $ 750 due Nov 1st, year bred

   Or: $ 500 due Nov 1st year bred to winners or dams of winners

2. Mare owner must provide and pay for:
   a. a current negative coggins test
   b. an immunization record
   c. a copy of the registration papers
3. It is agreed that should the Stallion _____**Mambo Train**_____, die, be sold by the owner, or become unfit for servicing, or if herein named mare should die, or become unfit to be bred, this contract shall become null and void.

4. It is further agreed that the stallion owner and/or the farm managing the stallion, is not liable or responsible for any disease, accident, or injury to the herein named mare or her foal, and that the mare owner shall not be liable or responsible for any disease, accident, or injury to the stallion. Mare owner agrees that the stallion manager is authorized to tranquilize the mare if he determines it is necessary to protect the stallion, and or the mare, and or farm personnel. Additionally, the Stallion Manager shall have all reasonable authority and discretion with respect to the keep, maintenance, care, management, and supervision of the horse(s). The farm shall have the right to have the horse(s) examined and provide treatment of any condition (including without limitation surgical procedures), by a qualified veterinarian selected by the farm, when in the opinion of Farm personnel such treatment is necessary or desirable. The farm will attempt to contact the Owner at the telephone number shown below regarding proposed extraordinary veterinary decisions or actions but the Farm's failure for any reason to contact the Owner shall in no way abrogate the authority and discretion hereinabove granted. The cost of all examinations and treatments shall be paid by the owner.

5. The agreement and charges for mare care shall be made separately and be a separate agreement, with ***Fleming Thoroughbred Farm***, the farm which is managing the stallion.

6. A breeder's certificate will be issued for the foal conceived by this breeding when stallion fee and all other expenses have been paid in full and when the mare has produced a live foal by this breeding. Breeder and its agents agree to execute all necessary documents of the registration of the offspring of the breeding in accordance with the Jockey Club's registration rule and specifications.

7. Either party may terminate this agreement for failure of the other party to meet any material terms of this agreement. In the case of default or breach by one party, the other party shall have the right to recover attorneys' fees and costs incurred as a result of said default.

8. This contract is entered into in the State of Utah and will be interpreted and enforced under the laws of this state.

9. This contract represents the entire agreement between parties. No other agreements or promises, verbal or implied are included unless specifically stated in writing and signed by both parties. When executed by both parties this contract becomes binding, subject to the terms and conditions stated herein.

_____,_____
Stallion Owner or Authorized agent's signature date

_____,_____
Mare owner's signature date

_____
Mare Owner name (printed)

_____.
Address

_____
City State Zip

_____.
Phone #

ZIMMERMAN
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WWW.ZIMMERMANFARMS.COM