

**PTH Barrel Racing, LLC -
Premise Stallion Service Contract**

PAGE 1 Montana Free Flyer Stallion Service Contract

This Agreement is entered into on this _____ day of _____, 20____, by and between Penny Treeby-Hudgens as represented by PTH Barrel Racing, LLC herein called the “Stallion Owner” and (as shown on Registration Papers) _____ herein referred to as the “Mare Owner,” for the mare: _____ (as shown on the registration papers), with the Registration Number, _____ foaled in the year of, _____. These Parties Agree as Follows: Mare Owner confirms a reservation for the mare described below to be serviced by the Stallion MONTANA FREE FLYER, Reg. # _____ standing at the PTH Barrel Racing farm during the Breeding Season of 2021 which begins February 1 and ends July 1, 2021.

1. A Stallion Fee charged the Mare Owner shall be eight-hundred fifty dollars (\$850.00) which includes a \$250.00 booking fee. The booking fee is non-refundable and is payable upon the execution of this contract. Payment of the balance of the stud fee is due seven (7) days before the mare will be bred.

2. Stallion Owner agrees to diligently try to settle aforementioned mare in season listed above. It is agreed that should the Mare Owner take the mare home before the Stallion Owner has ample opportunity to settle her, then all unpaid expenses and balance of 2021 Breeding Fee becomes due and payable.

3. Should the above named Stallion or Mare die or become unfit for service/breeding prior to mare’s arrival at Stallion Owner’s Farm, or veterinary clinic, then this contract shall become null and void and all monies paid as a part of this contract shall be refunded.

4. Stallion Owner or any of their Representatives may exercise their own judgement in care for and supervising the mare and/or foal but will not be held responsible for accident, sickness or death of either the mare and/or the foal.

5. Stallion Owner’s Veterinarian may check the mare for breeding condition and perform any Veterinarian Services as Stallion Owner deems necessary for treatment or protection of mare and/or foal that is at the side, at the Mare Owner’s expense.

6. Stallion Owner guarantees a live foal and that if the newborn foal does not stand and nurse without assistance. Mare Owner will be entitled to a return breeding during mare’s foaling year and to the same mare on the terms and conditions provided in this agreement. This is to be evidenced by a written form from a Licensed Veterinarian within 72 hours of the foal’s death.

- A. If the Mare proves not to be in foal in the year bred, or loses her foal as stated in Sections 2 and 6, the Stallion Owner offers a rebreed for the same mare the following season with the charge of a booking fee.
- B. . In the event the mare is sold or otherwise disposed of prior to completion of this Contract, the Live Foal Guarantee is no longer valid.

7. The Mare will be current on her preventative vaccines, de-worming and hoof trimming upon arrival at the Stallion Owner’s Farm, and/or its Veterinary Clinic. Her halter and a strong lead rope will be provided by the mare owner.

8. This contract is not assignable or transferable without written agreement of an authorized representative of PTH Barrel Racing, LLC and/or Penny Treeby-Hudgens.

9. This Stallion Breeding Contract will be interpreted and enforced under the laws of the State of Oklahoma and venue for any proceedings involving this Stallion Contract against the Stallion Owner shall be held in

Pottawatomie County, County Seat of Tecumseh.

PAGE 2 Montana Free Flyer Stallion Service Contract

10. Exceptions to this Contract as mutually agreed – If you are requesting mare care, please specify here:

Mare Owner or Lessee: _____

Mare's Registered Name: _____

Registration Number(s) & Breed(s): _____

Owners Address: _____

City: _____ State: _____ Zip: _____

E-Mail: _____

Phone number(s): _____

General Breeding Info: Dry: _____ Date Wet: _____ Due to Foal: _____ Foaling Date: _____

Notes: _____

Stallion Owner's Signature: _____ Date" _____

Printed Name: _____ Date: _____

Mare Owner's Signature: _____

Printed Name: _____ - _____

PTH Barrel Racing, LLC and/or Penny Treeby-Hudgens and/or its affiliates are not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that is the Stallion so designated above. This contract shall be governed by the laws of the Pottawatomie County in the State of Oklahoma and shall be binding upon the parties hereto and their personal representatives as indicated by their signatures above.

PLEASE ENCLOSE THE FOLLOWING ITEMS:

1. BOOKING FEE

2. FILL IN THE MARE OWNER INFORMATION, SIGNATURES AND RETURN WITH BOOKING FEE.

Make Checks Payable To: PTH Barrel Racing, LLC

Mail To:

PTH Barrel Racing, LLC

Attention: Desiree' Treeby

19505 Sharon Rd. Tecumseh, OK / 74873 Phone Numbers: (918) 629 -7860 / (918) 812 – 8090

For Return VIA Email – Please Send to: pthbarrelracing@yahoo.com

We accept electronic payments via the Cash App or by using Venmo.

FEE SCHEDULE:

Booking Fee: \$250 for booking upon signing of this contract.

Stallion Fee: \$850 (When sending final payment, the total will be \$600 along with boarding and vet expenses incurred.,

Mare Care: Foaling Stall: \$13 per day

Rebreed Fee: \$250