

HUNTERCREEK FARMS – STALLION SERVICE CONTRACT

Susan Hunter
3724 E. 2nd St., Roswell, NM 88201
575-626-3721 huntercreekfarm@usa.net

Date _____

1) Mare Owner hereby agrees to breed their mare - _____

to Thoroughbred stallion **KENTUCKY WILDCAT** (TB) for the 2026 breeding season.

A copy of the mare's registration papers, a current (within 6 months) negative Coggins, and current health certificate must accompany mare upon arrival to HunterCreek Farms.

2) **This is a breeding donated to the New Mexico Horse Breeder's Association auction. No stud fee is due, however,**

A non-refundable Booking/Breeding Fee of \$300.00 is NOT included in the above stallion service fee and is due when contract is returned.

3) HunterCreek Farms agrees to diligently try to settle owner's mare during breeding season, which shall be any day during the second week of February through the June 15th of the contract year. However, it is understood and agreed if for any reason the mare does not settle, mare owner will hold harmless HunterCreek Farms and it's owner. Mare owner agrees HunterCreek Farms and it's owner will not be responsible for any disease, accident, sickness or death of mare or foal and that HunterCreek Farms and it's owner will exercise their judgment in supervising and caring for mares and foals. Mare owner agrees to allow qualified veterinarian to examine mare and to perform any other veterinary services deemed necessary, at mare owner's expense. Mare owner will likewise not be responsible for any disease, accident, sickness or death of stallions, mares or foals.

4) It is further agreed that should stallion die, is sold or transferred or become unfit for service, or if any mare should die or become unfit to breed, then this contract shall be automatically rescinded by it's own terms, and any money paid for the stallion service fee, except for the booking fee, shall be refunded to mare owner.

5) In the event the mare proves not in foal or does not produce a single live foal that can stand alone and nurse after payment in full of the stallion service fee, the mare shall have a return breeding privilege at no further stallion service fee charge for the next year breeding season if the mare owner furnishes a veterinary certificate within ten days of the date the mare is determined not in foal, or fails to produce a single live foal. Another mare may be submitted upon approval by HunterCreek Farms. If the mare owner fails to deliver the mare for breeding the next breeding season, the return breeding privilege is cancelled, and no refund shall be due to the mare owner for any reason. In the event the mare is sold, catalogued and transferred to a sales facility, transported out of the United States, changes ownership, or is returned to racing, the stallion service fee becomes non-refundable and the live-foal guarantee is voided.

5) Hunter Creek Farms is granted a first and superior lien and security interest, which shall be in addition to and not in lieu of an statutory stockbreeders, stable keepers, pasturers liens, on the mare and any foal born to her from this breeding, to secure all sums due by mare owner hereunder, which lien and security interest may be enforced by HunterCreek Farms in any manner provided by law, including without limitation, non-judicial foreclosure and sale under accordance with the New Mexico Business and Commerce Code, and mare owner shall execute and file all documents required to perfect the security interest in accordance with such code. In addition, any board or breeding charges can and will be turned over to Small Claims Court if allowed to go beyond 90 days.

6) Payments, refunds, notices and inquiries under this contract must be made to HunterCreek Farms, Susan Hunter at above listed address and phone number. This agreement is personal to the mare owner and shall not be assigned or transferred by the mare owner without prior consent. This contract shall be binding on both parties, subject to the above terms and conditions, provided that the mare owner, or authorized representative, signs and returns the contract to HunterCreek Farms, together with the \$300 booking fee.

ALL PAYMENTS PAYABLE TO:
SUSAN HUNTER
HunterCreek Farms
3724 E. 2nd St
Roswell, NM 88201
575-626-3721

Owner of Mare: _____

Acceptance Signature: _____

Address: _____

Phone _____

Stallion Owner _____