**WHO YOU KIDDING**

**Who You Kidding Stallion Service Contract**

**Does not guarantee your breeding space will be reserved for the year of booking until this contract is returned completed and signed with Booking/Chute Fee.**

**This Contract Is Valid Only For The 2022 Breeding Season**

 **- February 1 Through July 30, 2022**

1. The Undersigned Owner agrees to breed his/her:

Mare\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Reg. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age \_\_\_\_\_\_\_\_\_\_\_ Sire \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dam \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

to the stallion Who You Kidding Standing at JK Versatility Performance Horses in 2021 and to pay Jason and Missy Kopishcke the stud fee of $750. Of this amount, a booking fee of $300 which is nonrefundable, is payable upon the execution of this contract. Any board or expenses that could arise with your mare is to be paid to JK Versatility Performance Horses. The remaining Stud fee is to be paid to Jason and Missy Kopishcke before semen is ordered or when the mare arrives at JK Versatility Performance Horses for live cover.

1. Ordering Semen: A chute fee of $350 is due before semen is ordered and is to be paid to JK Versatility Performance Horses. This fee will cover one shipment and if required, additional shipments will be charged at a rate of $350. Please give us an approximate 3 day notice to when you plan to breed so we can ensure Who You Kidding is at JK Versatility Performance Horses.
2. It’s agreed that if your mare is to stay at JK Versatility Performance Horses they are granted permission to check your mare for normal breeding condition, and to render any treatment or immunization which may be necessary. The expense or this service is to be charged to the mare owners account.
3. JK Versatility Performance Horses, it’s owners, employees, and agents will not be responsible for any disease, accident, sickness, or death of said mare or foal, and may exercise its judgement in caring for and supervising them. The owner hereby warrants that he/she has made themselves familiar at JK Versatility Performance Horses and that he/she is also familiar with and approves or the care provided at the ranch.
4. Mare’s registration papers or a photocopy and current coggins papers must be returned with the contract.
5. All incoming mares are required to show proof or current (within 3 months) Rhino pneumonitis, Influenza, and Strangles Vaccinations or else they will be vaccinated at mare owner’s expense.
6. It is also agreed that you are guaranteed a live foal. For this purpose, a live foal is defined as one that stands and nurses after foaling. This guarantee will only apply if notified within 48 hours from the time of death. A statement from a licensed veterinarian must follow within two weeks.
7. If said mare proves not to be in foal in the year bred, or loses her foal, or if the mare should die or become unfit to breed, JK Versatility Performance Horses has the following options:
8. Rebreed mare until live foal results.
9. Request a substitute mare and breed until live foal results.
10. It is further agreed that should Who You Kidding die or become unfit for service them the service fee paid shall be refunded.
11. Price or board with dry or with foal mare is determined by JK Versatility Performance Horses who can be contacted by phone any business day. All service fees must be paid when the mare leaves the ranch. Dry mare $15/day Wet Mare $20/day
12. Transported Cooled Semen: Shipment of cooled semen will be covered in the $350 chute fee paid to JK Versatility Performance Horses. This fee will cover one shipment. If additional shipments are needed they will be charged the exact shipping price for the shipment. The shipping container must be returned to JK Versatility Performance Horses after the semen is delivered, and the breeding report will be withheld until the container is returned. If the container is lost once it’s in the mare owner’s possession the mare owner will be responsible for paying a $300 container replacement fee. Please give us an approximate 3 day notice to when you plan to breed so we can ensure Who You Kidding is at JK Versatility Performance Horses during that time frame.

1. This contract shall not be assigned or transferred by the mare owner without consent.
2. The Owner agrees that should it at any time find it necessary to commence legal proceedings to collect any of the above stated fees or expenses or otherwise to enforce this contract, or be required to defend any legal proceedings relating to this contract, Owner, if the prevailing party, will be entitled to court costs and attorney’s fees entailed in such proceeding and those will be added as costs to the amount due. Time is of the essence in this contract. Any express or implied waiver of any breach of this contract shall in no way be construed to be a waiver of any subsequent breach or of any other default or modification of any of the terms of this contract.
3. All mare care, board bills, veterinarian services, and Stallion Fee: Make checks payable to Jason and Missy Kopischke

Date: \_\_\_\_\_\_\_\_\_\_

Owner of mare: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of mare owner or agent: Date:

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Signature of Stallion Owner: Date:

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Who You Kidding’s Owners:

Jason and Missy Kopischke

JK Versatility Performance Horses

4624 US-177

Ardmore, OK 73401