

Stallion Owner:  
Fernando Baragaño  
Standing at Winning Colors Paso Finos  
800 NE 105<sup>th</sup> Lane  
Anthony, Florida 32617  
Tel. & Fax 352-690-7454  
Cells 352-207-1616; 352-207-1617, 352-454-3535  
Puerto Rico Cell 787-396-8181, Fax 787-727-0074  
Email: [winningcolorspasofinos@gmail.com](mailto:winningcolorspasofinos@gmail.com)  
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Website: [www.winningcolorspasofinos.com](http://www.winningcolorspasofinos.com)

**SAMARITANO de SELECTA  
STALLION SERVICE CONTRACT  
Effective August 20, 2015**

This contract is for the breeding to the Stallion **Samaritano de Selecta** PFHA #**57348**. The Stallion service fee is **\$2,000.00**. The entire fee will be paid upon the signing of the contract and before semen will be shipped. Make checks payable to **Fernando Baragano**. **The Stallion shall be collected Monday, Wednesday and Friday, and will cease breeding three weeks prior to a competition or when necessary at the discretion of owner/agent.**

The Mare which is the subject of this contract is:

Name \_\_\_\_\_ PFHA# \_\_\_\_\_ Color \_\_\_\_\_  
Sire \_\_\_\_\_ Dam \_\_\_\_\_  
Recorded Mare Owner/Agent \_\_\_\_\_ PFHA# \_\_\_\_\_

**THE MARE OWNER/AGENT AGREES:**

1. To pay board as billed by the Stallion Owner/Agent at the current mare care fee of \$\_\_\_\_\_ per day if applicable, mare and foal at \$\_\_\_\_\_ per day if applicable.
2. To pay all charges for transportation, blacksmith, and veterinarian services in addition to the stud fee as billed.
3. To provide a certificate signed by a licensed veterinarian certifying that the Mare is in good physical condition, free from infectious disease and in sound reproductive condition prior to breeding and boarding if applicable. Shoes will be removed from Mare's back feet prior to breeding, at Mare Owner's expense.
4. To provide a copy of the Mare's registration with signed contract and to follow all requirements for foal registration.
5. To have the Mare pregnancy checked by a licensed veterinarian and to have the status certified in writing within 30 days of the last day bred and to notify Stallion Owner/Agent thereof.
6. To grant a lien on the Mare (and any foal conceived in this contracted breeding) in the event payment of any portion of the stud fee or other charges are not timely paid, in the amount of the unpaid charges owed to the Stallion Owner/Agent and any legal fees incurred in the process in accordance with the laws of the State of Florida. Such lien shall apply without exception until such amounts are paid in full. Any legal action must be brought in Marion County, Florida.
7. Also, no semen shipment will be made to the Mare Owner having an outstanding balance after 45 days, and no Mare will be included on the Stallion Report sent to PFHA if there is an outstanding balance as of December 31.
8. If breeding is to be accomplished by artificial insemination, the Mare Owner agrees to assume the charges for collection, insemination, and semen shipment incurred by the Stallion Owner/Agent. A charge of \$\_\_\_\_\_ for semen collection will be charged for Mares bred on the Stallion Owner's/Agent's premises in addition to the mare care fees. A charge of \$\_\_\_\_\_ for semen collection and air transportation will be charged for each semen collection. This is payable upon receipt of the semen as billed by the Stallion Owner/Agent or Veterinarian in charge of collecting and shipping. The "Equitainer" is the property of the Stallion Owner/Agent or Veterinarian in charge of collecting and shipping, and must be returned at the Mare Owner's expense within 3 days after the receipt of the semen shipment. The Mare Owner shall insure shipping container(s) for its full replacement cost or be responsible for its replacement cost if not insured.
9. If multiple embryos are collected from one insemination, each live foal born will require the payment of a separate stud fee.
10. The Stallion Owner/Agent will not be held responsible for accident, disease, or death to or of the Mare, or to or of her foal (if she has one). Mare Owner/Agent agrees to indemnify and hold harmless Stallion Owner/Agent for any loss or injury due to acts of said mare while on premises of or under control of Stallion Owner/Agent.
11. If the foal of this breeding should be sold "in utero" and that foal should fail to stand and nurse, the Stallion Owner is under no obligation as to the Live Foal Guarantee and shall not be held responsible for monetary losses, which may result for the sale
12. This agreement shall not be transferred or assigned by Mare Owner. It is applicable for the above mentioned Mare, only. In the event that the Mare is sold, any remaining unpaid fee shall be immediately become due and payable and no refund shall be due to anyone under any circumstances. If the Mare is sold "In Foal" and should fail to produce a live foal, the new owner of the Mare will not be entitled to the "Live Foal Guarantee", nor to rebreeding nor to remuneration or damages of any kind.

**THE STALLION OWNER/AGENT AGREES:**

1. To provide blood typing/DNA and registration of the Stallion in accordance with PFHA rules.
2. To provide all pertinent documentation for the registration of the resulting offspring.
3. To insure that all care is taken to get Mare "in foal" and provide documentation (at the Mare Owner's expense) to this effect if requested.
4. To guarantee a live foal, provided that the Mare is pregnancy checked by a licensed veterinarian who shall certify the Mare to be in foal. In the event that the Mare who was pronounced safe in foal does abort her foal or bears a foal which fails to stand and nurse, as certified by a licensed veterinarian, the Mare will have return breeding at no additional stud fee, good for the following calendar year only. Any fees incurred in collecting and shipping are the obligation of Mare Owner. Semen will be sent to Mare Owner to breed the Mare for a maximum of three successive heat cycles. Such Return Breeding Guarantee shall not be transferable and shall be valid for the following calendar year only. If the Mare should not conceive or should fail to deliver a live foal after the second year of breeding, the Stallion Owner shall be granted release from further obligation.
5. In the event the Stallion shall die or become unfit for service, or may not be in continental territory of the United States of America, prior to the first semen shipment, or if the Mare shall die or become unfit for service (as certified by a licensed veterinarian) this contract shall become null and void and all money paid as part of the stud fee shall be refunded to the Mare Owner., thus releasing the Stallion Owner from further obligation. If after the initial breeding the mare fails to conceive, becomes unfit for breeding, or dies, the Stallion Owner will refund one-half of the stud fee.
6. That if after three heat cycles the Mare is not certified in foal by a licensed veterinarian, the Stallion Owner reserves the right to withdraw from this agreement and shall be granted release from further obligation.

**THE STALLION OWNER AND THE MARE OWNER MUTUALLY AGREE:**

1. That this contract is not valid unless signed by both parties.
2. That this contract shall not be transferred or assigned by the Mare Owner/Agent. It is applicable for the above understanding of the parties and any modification or alterations of the terms and conditions **must** be in writing, signed by the Stallion Owner/Agent and the Mare Owner. No oral modifications or additions will be considered to be a part of this Agreement unless reduced to writing and signed by all parties.

Date	Signature of Mare Owner or Agent	
		Address/Phone/Fax/Email address

Date	Signature of Stallion Owner or Agent	
		Address/Phone

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 Website: [www.winningcolorspasofinos.com](http://www.winningcolorspasofinos.com)

**THANK YOU FOR BREEDING TO SAMARITANO!!!**