

 **EL CAPITAN RANCH**  
SERVICES CONTRACT

**1. PARTIES**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between EL CAPITAN RANCH, 10920 Calle Real, Santa Barbara, Ca 93117 (hereinafter EL CAPITAN RANCH) and:

NAME (hereinafter "Customer"): \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_ CELL PHONE \_\_\_\_\_

**2. HORSE**

This contract pertains to the following (hereinafter referred to "horse"):

NAME \_\_\_\_\_ REGISTRATION NUMBER \_\_\_\_\_

SIRE \_\_\_\_\_ DAM \_\_\_\_\_ COLOR \_\_\_\_\_ DOB \_\_\_\_\_

**3. SERVICES PROGRAM**

Customer hereby contracts for the EL CAPITAN RANCH \_\_\_\_\_ services as defined in the EL CAPITAN RANCH Fee Schedule and Program Description, to be rendered at EL CAPITAN RANCH, for a base fee of \$ \_\_\_\_\_ per day or \$ \_\_\_\_\_ per day with foal, plus such additional fees and expenses described below may apply.

**4. BREEDING**

Customer contracts to breed this mare to \_\_\_\_\_ AHRA # \_\_\_\_\_, standing at EL CAPITAN RANCH during the 20 \_\_\_\_\_ breeding season.

The stud fee shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

\_\_\_\_\_ percent ( \_\_\_\_\_ %) of the total, or \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) is a nonrefundable fee for this breeding due upon execution of this contract. The terms of this contract shall be paid as follows:

- A. Customer Initial \_\_\_\_\_ Cash upon execution of this Contract
- B. Customer Initial \_\_\_\_\_ Balance due prior to first shipment of semen. I acknowledge that I have read and agreed to the terms and conditions set forth in the Transported Semen Agreement.
- C. Customer Initial \_\_\_\_\_ Balance due prior to the mare departing from El Capitan Ranch.
- D. Customer Initial \_\_\_\_\_ Other:(Specify) \_\_\_\_\_
- E. Customer Initial \_\_\_\_\_ Included Addendum hereby acknowledged. (Specify) \_\_\_\_\_

Customer has read and accepts all the terms on all pages of this contract, including Addendum(s), if any.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
El Capitan Ranch

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

- 5. STALLION BREEDING CREDITS.** If a mare bred to a stallion owned or leased by El Capitan Ranch fails to produce a live foal (one that survives 72 hours), as certified in writing by a licensed veterinarian within one week of such determination and provided to El Capitan Ranch within thirty (30) days thereafter, El Capitan Ranch will provide a rebreeding in the following season, for a rehandling fee equal to twenty percent (20%) of the stallions stud fee at time of the original contract. The rebreeding is only available for the same mare or a substitute approved by El Capitan Ranch. If the stallion is not available to El Capitan Ranch for rebreeding the following season, El Capitan Ranch will give customer credit for all amounts of the stud fee paid in excess of the nonrefundable fee. If the mare fails to produce a live foal on rebreeding, Customer shall be released from any obligation to pay the remaining balance of the stud fee. El Capitan Ranch shall retain the nonrefundable fee and nonrefundable handling fee, if any, and give Customer credit for any portion of the stud fee paid in excess thereof, and the breeding contract shall be terminated. If mare is to be rebred and mare owner does not rebred the mare in the following year all fees shall be forfeited and the contract cancelled. In any event all payments of all other fees are still required, including but not limited to board, conditioning, veterinary and farrier fees. In the event that said stallion dies - or becomes unfit for service, **frozen semen may be made available to fulfill this contract at the discretion of El Capitan Ranch.**
  
- 6. PREGNANCY CHECK: REHANDLING FEE.** El Capitan Ranch shall be paid a nonrefundable rehandling fee for any rebreeding. This rehandling fee shall be in addition to and not credited toward the non-refundable fee or stud fee. For a stallion owned or leased by El Capitan Ranch, the rehandling fee shall be equal to twenty percent (20%) of the stud fee at the time of booking.
  
- 7. CONDITIONS FOR ACCEPTANCE FOR MARES TO BE BRED AT EL CAPITAN RANCH.** Mare Owner acknowledges, agrees and certifies that the aforesaid Mare is duly registered and that she is halter broken and her hind shoes have been removed or consent given to have them removed. El Capitan Ranch or its custodian reserve the right to refuse acceptance of the Mare under this agreement, if in the event major medical problems arise or develop which, in the opinion of El Capitan Ranch or its custodian, would preclude the breeding of said Mare, upon notification, this Contract shall terminate and the parties shall be relieved of any further obligation of liability hereunder, except Mare Owner's obligation to remove the Mare from El Capitan Ranch or its custodian, at the expense of the Mare Owner, at which time all outstanding bills and Mare Owner's obligations under this Contract are to be paid. The Mare Owner has the option upon receiving notice of termination, to substitute another Mare to complete the contract.
  
- 8. LIMITATION OF LIABILITY AND INDEMNIFICATION.** EL CAPITAN RANCH AND ITS SUBSIDIARIES, AFFILIATES, LANDLORDS, TENANTS, AGENTS, SERVANTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY THE HORSE WHILE IN EL CAPITAN RANCH'S CUSTODY, nor for any other loss, damages or injury arising out of or connected with breeding, boarding, conditioning or training or other services pursuant to the this Contract, except as required by law. Customer fully understands, authorizes and assumes the special risks inherent in conditioning, training, swimming, breeding and transporting horses, and acknowledges that mortality and other insurance is solely Customer's responsibility. ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY, OR OTHERWISE, AND ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED, to the full extent permitted by law. In no event shall Customer's remedy exceed the amount of the fee paid for the service complained of. El Capitan Ranch shall also not be liable for any personal injury or disability which the customer or his agents, representatives or family may receive while on El Capitan Ranch premises, except as required by law. Customer agrees to indemnify and hold El Capitan Ranch harmless from any claim related to damages, illness or injury caused by the horse, and from any claim by a buyer of the horse, and agrees to pay all expenses and attorneys' fees incurred by El Capitan Ranch in defending such claims. LIMITATION OF LIABILITY AND INDEMNIFICATION FOR OWNERS, AGENTS, ASSOCIATES AND RIDERS (HEREINAFTER REFERRED TO AS RIDER). Rider agrees to assume any and all risk involved in or arising from Rider's use of the premises or presence upon the property as above described and the facilities included thereon, including but not limited to risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, other horses or stationary objects, fire, explosion, limited emergency care availability, or the negligence or deliberate act of any other person. Rider acknowledges that horses, by their very nature, are unpredictable and subject to animal

whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Rider agrees to abide by and follow Manager's rules and regulations which shall be posted and or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the rider. RIDER ASSUMES ALL RISKS THEREFOR AND WARRANTS A FULL AND FAIR DISCLOSURE OF RIDER'S ABILITIES HAS BEEN MADE TO MANAGER.

9. **ACCEPTANCE:** This contract is not effective until approved and executed by El Capitan Ranch, which reserves the right to reject any horse at its sole discretion, and to return any horse at Customer's expense. All service and programs are subject to availability. El Capitan Ranch reserves the right to discontinue any service or show program.
10. **VACCINATIONS/VET CARE.** Customer warrants that the horse is free of all communicable diseases upon delivery to El Capitan Ranch. On or prior to arrival, the Customer shall provide a record of current vaccination for Strangles, Equine Influenza, Tetanus and Sleeping Sickness, and a negative Coggins (Swamp Fever) test performed within six (6) months prior to arrival. If the horse arrives without records of such vaccinations and test, El Capitan Ranch may, at its option, not accept the horse or provide the vaccinations at Customer's expense. El Capitan Ranch is authorized to maintain and provide vaccinations, Coggins test, foot care, regular breeding cultures, and other veterinary needs, including emergency surgery, at its discretion, at Customer's expense
11. **RELEASE.** Customer agrees that all outstanding balances due for board, conditioning, training, breeding, veterinary care, farrier work and all other fees, charges and expenses pursuant to this Contract shall be paid prior to El Capitan Ranch's release of the horse. Customer shall make all the arrangements with El Capitan Ranch for the horses release at least 48 hours in advance. Customer is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations and health certificates, whether through El Capitan Ranch's veterinarian or otherwise. Upon commencement of loading the horse for shipment, Customer assumes full responsibility and releases El Capitan Ranch from any responsibility or liability for the horse's health, soundness, breeding condition, transportation and care.
12. **LIEN.** Customer grants El Capitan Ranch a lien upon and security interest in the horse and any foal produced by a breeding at El Capitan Ranch to secure all obligations and amounts due under this or any other Contract with El Capitan Ranch or any of its affiliates. El Capitan Ranch may, at any time until all amounts due hereunder are fully paid, file a photocopy of this Contract in the county and state in which it believes the horse or foal to be kept, or where the Customer resides, and when so filed the copy shall be effective as a financing statement as well as the security agreement. At any time the Customer's balance is unpaid for thirty (30) days, or Customer is otherwise in default of this or any other Contract with El Capitan Ranch or any of its affiliates, El Capitan Ranch may foreclose its security interest in the horse. Ten (10) days notice shall be deemed reasonable notice of any foreclosure sale. Time is of the essence.
13. **NONASSIGNABILITY.** Customer may not assign any rights or delegate any duties under this contract without the written consent of El Capitan Ranch
14. **TERMINATION AND WAIVER.** Service programs may be terminated by El Capitan Ranch upon thirty (30) days written notice, except in the event of a default or as provided by paragraph 10 above. No delay or failure by El Capitan Ranch to exercise any right or remedy shall be deemed a waiver of that or any other right or remedy
15. **ENTIRE AGREEMENT; CONSTRUCTION; JURISDICTION; ATTORNEY'S FEES.** This Contract contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing and signed by both parties. Headings are for convenience only and not part of the Contract. The invalidity of unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. The Contract shall be construed and governed by the laws of the State of California. Mare Owner agrees that if any suit is brought by mare owner or El Capitan Ranch for any purpose relating to this Contract, such suit or legal proceedings must be filed only in small claims, municipal or Superior Court of Santa Barbara County, CA and Mare Owner agrees to submit to that court's jurisdiction and venue.

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**TRANSPORTED SEMEN AGREEMENT & FEE SCHEDULE**

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This agreement is to reserve shipped semen from EL CAPITAN RANCH. All Shipments will be processed as requested on a first come first serve basis. Collection Days are Monday, Wednesday & Friday.

You must call 24 hours in advance to request semen to be shipped. Should you need to cancel your request, it must be done by 8:00 am the morning of the scheduled shipment, or the Handling Fee of \$300.00 will be incurred:

***EL CAPITAN RANCH - 805-685-3502***

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*IN ADDITION TO THE AGREED BREEDING FEE THE SHIPPED SEMEN FEES ARE AS FOLLOWS:*

***NEXT DAY/SAME DAY SEMEN SHIPMENT FEES***

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***Handling Fee- Per Shipment ----- \$300.00***

*\*Includes stallion collection, semen processing, equitainer rental*

***Overnight Shipping Charges and/or Air Charges-----Billed at prevailing rate***

*\*Handling fee is paid in addition to Overnight Shipping Charges and/or Air Charges*

***Courier Fee ----- Billed at prevailing rate***

THE BREEDING FEE IN ADDITION TO HANDLING FEES & SHIPPING CHARGES MUST BE PAID PRIOR TO SHIPMENT OF SEMEN. CREDIT CARD NUMBER AND COMPLETED TRANSPORTED SEMENT AGREEMENT & CONTRACT MUST BE RECEIVED BY EL CAPITAN RANCH PRIOR TO SEMEN BEING SHIPPED.

PLEASE PROVIDE THE PHYSICAL ADDRESS FOR SHIPPING SEMEN:

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Fax #

**Credit Card Information:**

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Account # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Cardholder Name \_\_\_\_\_

Cardholder  
Address \_\_\_\_\_

X \_\_\_\_\_  
*Mare Owner Signature* *Security Code*