HIGH BROW DUALIN

2027 Breeding contract

THIS AGREEMENT, made and entered into this _____(day) of _____(month)in the year of _____ by and between _____(hereinafter referred to as "Mare Owner") residing at _____(address) _____(city) _____(state) and Konnie May & Roman Mast (hereinafter referred to as "Owner of Stallion or Stud Farm") located at

KMR Performance Horses
3265 Bruisee rd
Caro, MI 48723

WITNESS WHEREAS, Owner of Stallion warrants that it is the legal owner HIGHBROW DUALIN a 12 year old, (color) Chestnut, (breed) American Quarter Horse, Registration Number _____;
and, WHEREAS, Mare Owner warrants that it is the legal owner of
(Name of Mare) _____: described as a (color) _____, foaled in the year of _____, by (Sire and Registration Number)_____ _____ and out of (Dam and Registration Number)_____ _____, due to foal _____ (if applicable).

AND WHEREAS,
HIGH BROW DUALIN will stand at stud during February 1st through July 1st of 2027 season at KMR PERFORMANCE HORSES, and the parties hereto desire to contract for services of the Mare Owner one season's booking for 2027 to the aforementioned stallion for the services of the mare named in paragraph 3 above.

NOW THEREFORE, for good and valuable consideration, receipt of which the parties hereby acknowledge, the parties AGREE AS FOLLOWS:

Booking Fee

Upon payment of $350 booking fee by Mare Owner to Owner of Stallion, which shall be non refundable whatsoever, Owner of Stallion does hereby agree to reserve for the Mare Owner one season booking for the year 2027 to HIGHBROW DUALIN for the services of the mare.

Stud Fee

Mare Owner shall pay to Owner of Stallion a fee in the amount of $1250 plus any applicable sales tax, (hereinafter referred to as stud fee).

Mare Owner agrees to pay said _____ stud fee on the dates and in the amounts set forth immediately below:

Date: Amount:

_____ _____

_____ _____

_____ _____

The normal breeding season shall be defined as from February 1st until July 1st of the year involved. Acceptance of any partial payment(s) due in this Agreement shall not be deemed any waiver of prompt payment requirements hereunder, and subsequent payment dates shall remain as set forth herein.

Boarding of Mare

Mare shall remain at the farm of the Owner of Stallion for a sufficient time (no more than two cycles) to be pregnancy-checked, by a licensed Veterinarian, of Owner of Stallion choosing, after having been bred.

a. Mare Owner shall be responsible for payment of boarding fees at the rate of $15 per day for the keeping and ordinary care of the mare and/or foal.

b. Owner of Stallion agrees to provide the following for the boarding fees indicated:
(a) Feed:

_____ Hay (Hay Type, specify if applicable)

_____ Grain and Supplements (Feed Type, specify if applicable)

Feed requirements other than above: _____
_____

_____ Number of Feedings Per Day

(b) Turn-Out
_____ Minimum number of turn-outs per day during first and second trimesters.

(c) Stall
_____ (Description of type of housing)

(d) The Owner of Stallion Shall ____ or Shall Not _____ provide reasonable grooming for said mare; the fees for which Shall _____ or Shall Not _____ become part of and included in aforesaid fees.

Furthermore, it is expressly understood and agreed that the boarding of said horse, as agreed to herein, is not a personal service contract and accordingly, any services provided for hereunder may be performed by Stud Farm / Owner of Stallion employees, officers, agents, and /or family members.

c. The balance of the breeding fee, _____, plus any unpaid boarding and associated fees and expenses shall be paid by the Mare Owner when the mare is picked up; provided, however, Right of Lien herein below shall at all times apply insofar as monies owed Owner of Stallion.

d. Owner of Stallion agrees to execute all necessary documents of the registration of the offspring of the breeding; provided, however, that said Breeder's Certificates will not be issued until all fees and expenses incurred hereunder have been paid in full by Mare Owner.

Health and Other Requirements

Upon arrival, all mares shall be accompanied by:

a. Health certificate indicating current vaccination for equine influenza, strangles, tetanus, and sleeping sickness; and,

b. A negative Coggins test within the previous 6 months; and,

c. A Veterinarian Certificate of Reproductive History.

d. Mares arriving at farm for breeding without these documents will receive a reproductive exam, uterine cytology, and immunizations at the Mare Owners expense, by a licensed Veterinarian of Owner of Stallion choosing.

e. All mares are placed on a regular de-worming program upon arrival; and any related veterinarian expenses shall be paid by the Mare Owner;

f. Mare Owner agrees to allow Owner of Stallion/Stud Farm to have a qualified Veterinarian check the mare for normal breeding conditions, and to perform such other veterinary services that Stud Farm/Owner of Stallion may deem necessary for the proper treatment and protection of the mare and/or foal at side. In the event Mare Owner fails to designate its Veterinarian, then Owner of Stallion shall use the services of a licensed Veterinarian of its choice whose fees shall be paid by Mare Owner;

g. Mare Owner is responsible for payment of all invoices for Veterinarian fees for services provided to mare within 14 days after they become due and payable as invoiced, and shall be billed and paid prior to the mare being picked up; and, Right of Lien herein below shall remain applicable;

h. Mare Owner agrees to provide in writing any particular known health risks/circumstances which may be relevant to the care of its mare during the period of the performance of this contract.

To wit:

Liability

Mare Owner agrees to assume all risk of injury, sickness, disease, theft or death to said mare and/or foal at her side, except where caused by negligence of Owner of Stallion, his agents, officers, contractors or employees. This shall include, but is not limited to, any personal injury or disability that may occur to Mare Owner, its agents, employees, or guests, while on Stud Farm premises. Mare Owner further agrees it has received and agrees to follow, and agrees to direct its agents, employees, or guests on Stud Farm premises to follow, any Stud Farm Rules and Regulations for conduct on its premises. _____ (Mare Owner Initials)

Indemnification

Mare Owner agrees to indemnify and hold Owner of Stallion harmless for any loss or injury due to acts of said mare while on the premises of or under the control of Owner of Stallion, except where caused by the negligence of Owner of Stallion, its agents, officers, contractors or employees.

Insurance

To protect against said loss or injury Mare Owner warrants that it has secured liability insurance in the amount of $_____, for personal injury per accident; and $_____ per injury; and, $_____property damage; and, further, will provide a Certificate of Insurance naming Owner of Stallion as additional insured.

In Event Mare Does Not Take and Become In-Foal

In the event that Mare Owners mare does not take and become in-foal, the parties agree as follows:

Return Breeding

a. In the event that a live foal, as defined below, does not result from this mating, Owner of Stallion agrees to breed said mare again for _____ additional fee at any time prior to _____; provided however, the stallion is able to service mares either for said mare or a substitute, approved by Owner of Stallion.

Live Foal

For the purposes of this Agreement, a live foal shall be one that stands and nurses without assistance, as in generally recognized in standard veterinary practice; and, which shall be evidenced by a written statement from a licensed Veterinarian within one week from death.

Live Foal Guarantee

Owner of Stallion gives a live foal guarantee. In the event a live foal, as defined above, does not result, Owner of Stallion will give a repeat breeding, as set forth herein below, if Stallion Owner is notified within fourteen days that the foal did not stand and nurse, or that no live foal will be produced from Mare Owners mare. Either statement must be under the signature of a licensed Veterinarian.

Provided further, Mare Owner agrees to furnish upon demand a licensed Veterinarian's Certificate of Rhinopneumonitis vaccinations at 3,5,7,and 9 months of pregnancy, regular, 8 week de-wormings, nutrition adequacy and that the mare was kept off of fescue pasture or hay within the 90 days prior to foaling.

If Stallion Unable to Re-Service

In the event the stallion is not able to re-service said mare. Owner of Stallion may substitute another stallion at Mare Owners option, or all monies paid by Mare Owner for the previous service, not including booking fee, boarding fees and veterinarian expenses, shall be refunded to Mare Owner.

Death or Unfitness of Stallion, Mare

If prior to the breeding of said mare or after the mare has been bred but not come in-foal, said stallion or mare dies or becomes unfit for service, as declared in writing by a licensed Veterinarian, in that event, this Agreement shall become null and void and all monies paid by Mare Owner, not including booking fee, boarding fees, other expenses, and veterinarian expenses, shall be refunded. _____ (Initials of Parties)

Mare Owner shall have no right of a refund hereunder, but shall have the option of using the following stallions of the Owner of Stallion at:

_____ The charges indicated

_____ Plus payment to Stallion Owner of an additional fee in the amount of: _____,

_____ Alternative Stallion #1

_____ Alternative Stallion #2

It being expressly understood by the parties that, in the event of any re-breeding of mare, Mare Owner shall be responsible for any and all expenses involved or incurred in the re-servicing of the Mare Owners mare, including but not limited to, boarding fees and expenses, and veterinarian fees.

Assignment, Transfer

This Agreement shall not be assigned or transferred by either party hereto without the prior written consent of the other party.

Failure to Deliver Mare on Rebreeding

If the mare is to be re-bred as provided for herein, and the Mare Owner fails to deliver her for breeding the following year, then any and all fees paid shall not be refundable and this contract is hereby cancelled.

Default

Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of a default by one party, the other party shall have the right to recover mediation, arbitration, attorney fees and costs incurred as a result of said default.

Right of Lien

Owner of Stallion has and may assert and exercise a Right of Lien, as provided for in the laws of the State of Michigan, for any amount due for the board and keep of the mare, and also for any storage charges due hereunder, and Mare Owner further agrees Owner of Stallion shall have the right, without process of law, to attach a lien to said mare after two months of nonpayment or partial payment and Owner of Stallion can then sell mare to recover its loss.

Captions, Headings

Any captions or headings used in this Agreement are for descriptive purposes only and are not to be considered terms of this Agreement.

Entire Agreement

This Agreement constitutes the entire Agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of this agreement unless reduced to writing and signed by all parties before a notary.

Dated: _____

Owner of Stallion _____ (Signature)

Address: _____

Mare Owner_____ (Signature)

Address: _____

Witness _____ (Signature)