

Breeding Contract

This agreement, made and entered into this _____ day of _____, 20_____, by and between Mark Wilcher, hereinafter referred to as "stallion owner/manager" and the following, hereinafter referred to as "mare owner":

Name: _____
Address: _____

Phone: _____
Email: _____

The parties above desire to contract the stallion identified as:

AQHA/APHA Name: Hollywood Cool Gun

AQHA/APHA Registration Number: AQHA 5420604 and APHA 1,025,939

for the 2020 breeding season for the mare identified as follows:

Mare Name/Color: _____
Registration Number: _____

Therefore, mare owner and stallion owner agree as follows:

1. Mare owner agrees to pay the breeding fee of **\$1500.00, which includes the first shipment of semen**, and \$350 of any additional shipments are needed as well as all unpaid collection, board, expenses, and veterinary charges. All fees/charges must be paid in full before the mare and/or foal leave the stallion owner/manager premises. Mare owner also agrees to pay board at the rate of \$15 per day for the keeping and ordinary care of the mare and \$20 for the keeping and ordinary care of the mare with a foal while in the care of the stallion owner/manager. Any boarding fees will begin on the 1st day the mare arrives at the farm and will end the day she departs. If semen is shipped, the mare owner agrees to pay all collection and shipping fees incurred for each shipment of semen.
2. Upon the mare's arrival at the farm, the mare owner agrees to provide stallion owner/manager a current negative Equine Infectious Anemia test (Coggins) and Health Certificate indicating all shots are current as well as a photocopy of the mare's registration certificate. Mares that are not halter broken will not be accepted. If the breeding is with shipped semen, a copy of the mare's registration certificate(s) will be required upon payment of the breeding and collection fees.
3. During the time that the mare is in custody/care of the stallion owner/manager, the stallion owner/manager shall not be liable for sickness, disease, estray, theft, death, or injury which may be suffered by the mare and/or foal or any other cause of action whatsoever arising out of or being connected in any way with breeding or boarding of the mare and/or foal. This includes, but not limited to, any personal injury or disability which the mare owner may receive while at the stallion owner/manager's facility. The mare owner understands and acknowledges that the stallion owner/manager carries no public liability, no accidental injury, no theft insurance, no equine mortality insurance on outside horses that are in their possession for breeding and/or boarding. All risks that are connected with breeding and boarding of the mare and/or foal are to be borne by the mare owner.
4. In the event of injury to mare and/or foal, the stallion owner/manager will contact mare owner and will make every effort to confirm veterinary care authorization from mare owner prior to calling veterinarian; however, if the stallion owner/manager deems veterinary care is necessary and the mare owner cannot be reached, a veterinarian will be called and the mare owner will be responsible for resulting charges.

5. If a problem occurs with settling of the mare, the mare owner agrees to allow the stallion owner/manager to have a qualified veterinarian check the mare for breeding soundness, and to perform veterinary services that the stallion owner/manager may deem necessary as proper treatment to get the mare in foal. All veterinary charges incurred in connection with determination of breeding soundness and/or preparation of mare for breeding are the mare owner's expenses and will be billed as due and necessary.
6. **Shipped Semen: Shipping days will be every Monday, Wednesday, and Friday, beginning February 1 and ending July 15. The stallion manager/owner must be notified prior to 9:00 am Central Time on the day the semen is to be shipped. All breeding and collection/shipping fees must be paid in full before any semen is shipped. The stallion owner/manager agrees to ship cooled semen to the location designated by the mare owner, but the mare owner agrees and certifies that only a qualified and experienced person in the use and handling of transported semen and who practices equine reproduction as a regular part of his/her practice will perform the insemination. Mare owner agrees to use all semen provided by this agreement solely to breed the mare named in this agreement. If multiple shipments of semen are requested, the stallion owner/manager reserves the right to request a negative uterine culture, cytology or biopsy prior to sending further shipments. The stallion owner/manager reserves the right to refuse to ship semen if the stallion owner/manager believes the insemination is not proper or the mare is not healthy. The stallion owner/manager shall not be responsible for delayed, lost, or mishandled deliveries.**
7. The mare owner is guaranteed a live foal (one that stands and nurses). If the mare is found unsound to conceive and/or carry a foal to term, another mare may be substituted, at no additional charge for the breeding fee, but the mare owner will be responsible for any additional veterinary charges, collection fees, shipping fees and mare care fees. The stallion owner/manager shall be held harmless of any horse(s) with genetic disease. There will be no refund of the breeding fee if the mare fails to settle or if the foal is aborted. The mare owner will have the option of rebreeding the following year only. A letter from a licensed veterinarian must be presented to the stallion owner stating a live foal was not produced and the reasons why, if it can be determined.
8. None of the above mentioned fees shall be refundable. In the event a live foal is not produced from the mating, a return breeding for the same mare will be provided at no stud fee for the next year, provided the stallion is still alive. If the stallion is unable to breed, the stud fee will be refunded.
9. This contract shall not be assigned or transferred by either party hereto without consent of the other party. It is the responsibility of the mare owner to notify the stallion owner/manager if the mare is to be rebred. If the mare is to be rebred and the mare owner fails to deliver the mare for breeding the following year, then any and all fees paid are not refundable and this contract is thereby cancelled.
10. In the event the stallion owner/manager has to secure the services of an attorney to enforce any portion of this contract, then the mare owner agrees to pay all attorneys fees and expenses incurred by the stallion owner/manager.

The mare owner agrees that they have the right to have this contract reviewed by an attorney but by signing this they have waived that right.

Thus done and signed by the parties hereto on the day and date listed above.

Mare Owner signature

Stallion Owner Signature

Date

Date