

## Horse 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 Rachel Geerdes (hereinafter referred to as "Owner of Stallion or Stud Farm") located at 12594 McNeil Creek Road (address) Trail (city) Oregon (state).

**Witness whereas**, Owner of Stallion warrants that it is the legal owner of (Name of Stallion) Splashed With Champagne a 19 year old, (color) Champagne Tobiano, (breed) Tennessee Walking Horse, Registration Number 20214015; 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, (Name of Stallion) Splashed With Champagne will stand at stud during the 2021 (year) season at Owner of Stallion's Stud Farm, and the parties hereto desire to contract for services of the Mare Owner one season's booking for 2021 (year) to the aforementioned stallion for the services of the mare named in paragraph 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  \$50  booking fee by Mare Owner to Owner of Stallion, which shall be non-refundable whatsoever, Owner of Stallion does hereby agree to reserve space on location for the Mare Owner during the  2021  breeding season to (name of Stallion)  Splashed With Champagne  for the services of the mare.

**Stud Fee**

Mare Owner shall pay to Owner of Stallion a fee in the amount of  \$500  (minus booking fee, if applicable), plus any sales tax, (hereinafter referred to as stud fee).

Mare Owner agrees to pay said  \$500  stud fee on the dates and in the amounts set forth immediately below:

Date / Amount:

\_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_

The normal breeding season shall be defined as from April 1<sup>st</sup> until August 30<sup>th</sup> 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**

\_\_\_\_\_ Option 1: 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's choosing, after having been bred.

\_\_\_\_\_ Option 2: Mare shall be picked up by Mare Owner after having been proven to have been bred, to be pregnancy-checked by a licensed Veterinarian of the Mare Owner's choosing

and convenience. If the Veterinarian confirms the mare is not pregnant, the mare can be returned to the Owner of Stallion to be bred again.

A. Mare Owner shall be responsible for payment of boarding fees at the rate of \$5 per day for the keeping and ordinary care of the mare and/or foal. (Unless negotiated by mare owner – ie: mare owner chooses to provide own hay)

B. Owner of Stallion agrees to provide the following for the boarding fees indicated:

(a) Feed:

Unlimited grass hay unless negotiated by mare owner Hay (Hay type, specify if applicable) Initials \_\_\_\_\_ (Mare Owner) \_\_\_\_\_ (Owner of Stallion)

\_\_\_\_\_ Grain and supplements (Feed type, specify if applicable) (To be provided by the Mare Owner)

Feed requirements other than above:

\_\_\_\_\_  
\_\_\_\_\_

Number of feedings per day Slow feeder checked twice a day to confirm hay availability unless negotiated by mare owner Initials \_\_\_\_\_ (Mare Owner) \_\_\_\_\_ (Owner of Stallion)

(b) Turn-Out:

~~\_\_\_\_\_ Minimum number of turn-outs per day during first and second trimesters.~~

Not applicable this breeding season, as the mare will already be in a small paddock.

(c) Stall

\_\_\_\_\_  
\_\_\_\_\_

~~(Description of type of housing)~~

Not available this breeding season.

(d) The Owner of Stallion shall \_\_\_\_\_ or shall not \_\_\_\_\_ provide reasonable grooming for said mare; the fees for which shall X 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, mare care, 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; and,
- b. A negative Coggins test within the previous 6 months.
- c. 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's choosing.
- d. 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.
- e. 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;

- f. 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.

### **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.

### **In Event Mare Does Not Take and Become In-Foal**

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

Return Breeding – 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 board only additional fee at any time prior to 2023; 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 and lives beyond 48 hours of birth, as in generally recognized in standard veterinary practice; and, which shall be evidenced by a written statement from a licensed Veterinarian within one week of 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 14 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.

If Stallion is 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 pervious 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 licenses 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 Both 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:  
\_\_\_\_\_, Alternate Stallion #1 \_\_\_\_\_,  
Alternate 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 Re-breeding**

If the mare is to be re-bred as provided for herein, and the Mare Owner fails to deliver her for breeding during the same and/or following years, 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 Oregon, 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 non-payment 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)