



American Tobiano Overo Association

789 W M-113, Kingsley, Mi 49649

(231)620-4042

ATOApaints@gmail.com

Lot # _____

STALLION SERVICE BREEDING AGREEMENT

The stallion owner will enclose a current-year contract, pedigree, and accomplishments. Breeding will sell under the terms expressed in that contract, except when in contradiction with the American Tobiano Overo Association terms and conditions. In that case, the American Tobiano Overo Association contract will take precedence.

Witnesseth

In consideration of one dollar and other good and valuable consideration, we the owners of the

Stallion: _____ Breed: _____, Registry # _____ sell, transfer and assign to the American Tobiano Overo Association Stallion Service Sale, a breeding Service for the year _____, to the above named stallion. It is expressly understood by all parties to this agreement that this Breeding Service is assignable only by the American Tobiano Overo Association Stallion Service Sale, pursuant to the rules, terms and conditions of its Annual Stallion Service Sale for the year in which said breeding applies, said terms and conditions being incorporated herein by direct reference thereto. All parties to this agreement are further bound and agree to all the following terms and conditions:

1. Mare owner shall be entitled to one return privilege in the following year for the same mare, or in the event of death, or vet-certified breeding unsoundness of said mare, a substitute.
2. That should the above named stallion die or become unfit for breeding purposes and said mare does not have a live foal by said stallion, then moneys paid by mare owner to the American Tobiano Overo Association Stallion Service Sale will be given to mare owner in the form of a credit to purchase another stallion fee in the succeeding American Tobiano Overo Association. All credit balances must be used, no refunds issued. These credits are non-assignable.
3. The stallion owner will not be responsible for any disease, accident, sickness and /or death of mare or foal, and similarly mare owner will not be responsible for any disease, accident, sickness and/or death of stallion.
4. Cooled shipping semen: ____ Yes, or ____ No. Frozen semen: ____ Yes, or ____ No. All breeding's performed by frozen or cooled shipped semen shall be governed by a separate agreement between the mare owner and the stallion owner.
5. Any veterinarian expenses incurred thereby shall be paid in full by mare owner.
6. A Breeder's Certificate shall be furnished to mare owner upon payment in full of all expenses owed, and birth of live foal.
7. Breeding will sell under terms and conditions of current breeding contract, supplied by stallion owner prior to the sale. The ATOA Stallion Service acts only as agent in this sale and will not be responsible for accident, sickness, or death of any stallion, mare and/or foal.

8. This contract must be signed by Stallion Owner or Stallion manager.

9. The advertised breeding fee for this stallion is \$ _____. ATOA will base rate at 60% of this fee. Additionally, the chute fee to be paid to the stallion/manager is \$ _____.

Dated: _____ Stallion Owner (print) _____

Phone: _____ Stallion Owner (signature) _____

Email _____

Address _____

City _____ State _____ Zip _____

Assignment

The American Tobiano Overo Association Stallion Service Sale, a division of the American Tobiano Overo Association, in consideration of one dollar and other good and valuable consideration this date paid, does hereby sell, assign, and transfer all rights, title and interest in the above contract to: subject to all the terms and conditions set forth and incorporated therein by reference

Dated _____ by _____
AMERICAN TOBIANO OVERO ASSOCIATION

ACCEPTANCE

In consideration of the above Assignment, we hereby assume and agree to make all payments and abide by all the conditions stated in the Agreement, including all responsibilities in arranging for said breeding with the stallion owner. Mare owner acknowledges that the ATOA Stallion Service, a division of the American Tobiano Overo Association does not guarantee the accuracy of any information regarding the stallion entered in the sale and that all responsibility for verification of information will be that of the mare owner. Mare owner acknowledges that this contract is not transferrable without prior approval of the American Tobiano Overo Association Stallion Service Sale.

Dated _____

Phone _____ Mare Owner _____

Mare Name _____

Email _____ Registration # _____