



# Gotham

This STALLION BREEDING CONTRACT, for the breeding season of 2020, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month/year) between Lisha Marshall of Broad Hill Run Farm, LLC, 1824 Roane State 195, Harriman, TN 37748, hereinafter designated stallion owner and \_\_\_\_\_ (name) of \_\_\_\_\_ (Address/City/State) hereinafter designated as Mare Owner.

Mare Info:

Reg. Name: \_\_\_\_\_

Barn Name: \_\_\_\_\_

Breed: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Reg. No. \_\_\_\_\_ Color: \_\_\_\_\_ Height: \_\_\_\_\_ Year

Born: \_\_\_\_\_

Performance/Discipline: [if any] \_\_\_\_\_

Stallion: Gotham

Reg. No: 840025 201100346 KWPN. Approved OLD-NA, ISR, Oldenburg GOV, Westphalian, RPSI, AWB

|                                       |                     |
|---------------------------------------|---------------------|
| Stud Fee: \$1200.00.                  | + \$ <u>1200.00</u> |
| + Booking fee \$400.00(after 3/2/20). | \$ <u>400.00</u>    |

Collection and Container Fees where applicable: \$225.00 \_\_\_\_\_(initial)  
*Extender used is INRA 96*

Credit Card for Clinic/Shipping or Fed Ex#: \_\_\_\_\_

1. Stud & booking fee must be paid, in full, before semen will be shipped.
2. The mare shall be in healthy breeding condition.
3. Mare owners using frozen semen must return the container using the enclosed return label. Unreturned containers will result in a \$500 charge. Unreturned Fresh Cooled Semen containers will be subject up to a \$300 charge.
4. "Live Foal Guarantee" is defined as a foal that stands and nurses without assistance and lives for 48 hours. In the event of a stillborn, return privileges apply only if the Stallion Owner receives proper notification.
5. Proper notification shall be defined as a written certificate by a licensed veterinarian confirming death or loss of the foal. Certification must be dated within seven days from

the date the mare loses the foal or proves to not be in foal. It must also certify that the miscarriage or death did not result from any act or omission by the Mare Owner. Failure to provide notification as set forth above shall Void the "Live Foal Guarantee".

6. "Live Foal Guarantee" applies only if the Mare is checked and in-foal by a licensed veterinarian.

7. If, after being pronounced "safe in foal", the mare should miscarry, abort, or prove barren, the Mare Owner has the privilege of re breeding during the current or following season. In this instance, if a second shipment is necessary, the Mare Owner will be responsible for the shipping.

8. In the event that the mare becomes pregnant before the entire dose of semen is used the unused portion of semen becomes property of the Stallion Owner. If the Mare Owner wishes to use the remaining semen for the purposes of breeding additional Mares, a new breeding contract must be entered into, and all associated fees paid to the Stallion Owner before any breeding may occur.

9. In the event the Mare dies, is certified barren or otherwise unfit for breeding within the term of this Agreement, Stallion Owner will allow Mare Owner to present a substitute mare for receipt of Semen with the written consent of the Stallion Owner, which shall not be unreasonably withheld. Resort to a substitute mare shall not expand the breeding rights or privileges contracted to herein beyond those which the mare would be entitled.

10. The Stallion Owner shall not be liable for injury, illness or death of the mare and/ or accompanying foal regardless of how it may occur.

11. In the Event the Stallion dies or become unable to breed, Booking Fee may be refunded or Mare Owner may choose to use frozen sperm, if some is available.

12. Mare Owner is responsible for all breed registration fees, Futurity nominations, and USEF fees and registrations pertaining to the resulting foal.

13. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, and successors and assigns, and shall be construed and governed in accordance with the laws of the state of Tennessee. Jurisdiction and venue for any action between the parties hereto shall be in the state court of competent jurisdiction in Roane County, Tennessee.

14. This contract is not transferable by the Mare Owner without prior written consent of the Stallion Owner or agent.

15. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in the written contract.

16. Contract is valid for up to 2 Years.

This contract becomes binding with signatures of both the Stallion Owner and the Mare Owner, and is subject to the above terms and conditions. MAKE CHECK PAYABLE TO BROAD HILL RUN FARM, LLC, OR A PAYPAL INVOICE REQUEST MAY BE SENT.

Lisha Marshall

Stallion Owner or Authorized Agent (print).

Signature.

Date

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Mare Owner or Authorized Agent (print).

Signature.

Date

Mare Owner Contact Information: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Agent/Vet Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

RETURN ALL COPIES OF CONTRACT, WITH STUD FEE, TO THE STALLION OWNER:

Lisha Marshall  
Broad Hill Run Farm, LLC  
1824 Roane State Hwy #195  
Harriman, TN 37748

Phone: 865-607-4149  
Email: lishamarshall@aol.com  
Website: www.broadhillrunfarm.com