**2023 Early Booking On Farm Breeding Contract**

**Mamas Duel N At Boon**

**All contracts/paperwork must be to BPH Before Arrival**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(owner’s name) *hereby* reserves one breeding to **Mamas Duel N At Boon** ***AQHA* Registration #**5533043 (Herda N/N, GBED N/G) for the mare: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Reg. # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the **Breeding Fee of $500(made payable to X-2 Farms) plus a Processing Fee of $500 (Made payable to BPH) during the 2023 breeding season, Feb l" to July 1st• The Stallion Fee is $500 with a included $200 nonrefundable booking fee Due to X-2 Farms. The Processing fee is 500.00 Due to Barton Performance Horses (BPH)**.The **Breeding Fee and Processing Fee as specified above must be pai d prior to or upon arrival at BPH.**
2. If the Stallion should die or become unfit for service prior to the mare getting Infoal, the Breeding Fee shall be refunded. **Processing Fees *are* non-refundable**.
3. Owner must attach a copy of the mare' s registration papers to this contract and provide all other Information as requested.
4. If your mare will be an embryo Donor BPH can also transport the mare as needed to the embryo transfer facility of choice. The owner must make arrangements for such services
5. BPH will diligently try to settle the mare from March 15, 2023 through July1, 2023. The Mare owner agrees to allow BPH ample opportunity to settle the mare, including specifically breeding the mare through at least three {3} heat periods. If for any reason the mare does not settle, the Mare Owner will hold BPH harmless.
6. The Processing Fee Is non-refundable. The Processing Fee of $500 includes collection of the stallion and record keeping. Not Included In the Processing Fee is palpations, ultrasounds, routine inseminations, breeding soundness exams, special insemination procedures, uterine treatments, hormone therapy, diagnostic testing and pregnancy checks. These Items will **be** billed on a monthly basis by the attending veterinarian.
7. The Mare must be healthy and in sound breeding condition. The Mare must be halter broken.
8. A current (within 12months) negative Coggins Is required. Mares arriving without a current Coggins will be tested at the Owner's expense at the time of arrival. Vaccinations, deworming and farrier history must **be** provided when the mare Is delivered for breeding. Vaccinations must be current within 90 days and shall include Encephalitis, Tetanus, I Influenza, Rhinopneumonitis, West *Nile,* Rabies and/or Strep Equl (Strangles). Mares arriving with Inadequate vaccination history will **be** vaccinated at the Owner's expense at the time of arrival. The mare shall be de-wormed monthly at Owner's expense while at BPH regardless of past history.
9. BPH veterinarians Will check the mare for normal breeding conditions and perform other such services as BPH, in Its sole judgment, deems necessary and the Owner shall pay the expense for such services. These services include, but are not limited to, worming, treatment for uterine infection, treatment for cuts and abrasions, preventative measures and breeding soundness examinations Including culture and biopsy.
10. The owner shall pay for the feeding, boarding and care of the mare and/or foal as follows:

Stall Board Dry $20/day Stall Board Wet $22/day Stall Board/Show Mare $30/day Pasture Board Dry $18/day Pasture Board Wet $ 20/day De-worming: varies Farrier (as charged by the farrier) Plasma (as charged by Vet)

*nest*

Hauling to veterinary facility or to transfer facility @ $1.00/mile. Veterinary expenses other than those covered by processing fee will be at the mare owner expense.

1. Accounts Will be billed monthly on or about the first of the month. Accounts are due in full on the 15'" of the month. A finance charge of 1.5%per month on the unpaid balance will be added to all accounts, computed from the due date, THE MARE AND/OR FOAL WILL NOT SE RELEASED BY BPH UNTIL THE ACCOUNT IS PAID IN FULL.
2. Should any foal which is born to the mare, pursuant to this contract, not stand and nurse, the Owner shall be entitled to a re-breed the following year only for this mare. This RE-BREED SHALL APPLY ONLY IF BPH IS NOTIFIED WITHIN ONE (1) WEEKOF THE DEATH OF THE FOAL. THIS NOTIFICATION MUST BE ACCOMPANIED BY A STATEMENT FROM *A* LICENSED VETERINARIAN STATING CAUSE OF DEATH. BPH's sole liability and obligation for any foal that is born to the mare but does not stand and suck, shall be the granting of a re-bree.d. Such breeding shall apply to the Breeding Fee only and only to the season immediately following the season set forth in this contract. The owner shall pay board, veterinary, farrier and Processing Fees for the mare, under the same terms set forth in this contract.
3. **2nd year re-breeds** **will be at the discretion of the stallion owner; additional breeding fees may apply**.
4. This contract provides for one (1) Breeder's Certificate. If multiple embryos are retrieved from one breeding additional contracts and/or breeding fees will be at the discretion of the stallion owner, it will be the responsibility of the Mare owner to notify BPH of number transferred. If multiple **embryos are desired and** it **takes more** than one **breeding, an additional contract and breeding fees will be required for each breeding.** If Mare owner desires to do **a frozen embryo,** it will solely be their responsibility to pay all nomination fees. It is also the Mare Owner's responsibility to notify BPH when the embryo frozen and when the embryo is utilized.
5. **It is the responsibility of the Mare owner to notify BPH if your mare is In foal. If BPH is not notified by June 1st your mare will not be placed on the Breeders Report. To receive a breeders certificate after that date has passed there will be a $100 charge to have your mare added to the breeders report**.
6. TO OBTAIN A "BREEDER'S CERTIFICATE" YOU MUST NOTIFY BPH OF THE BIRTH OF THE FOAL. CERTIFICATE WILL NOT BE ISSUED IF THE ACCOUNT HAS NOT BEEN PAID IN FULL THE STALLION OWNER IS RESPONSIBLE FOR SIGNING THE BREEDERS CERTIFICATES.
7. Owner shall hold Stallion Owner and BPH harmless for any accident, injury, theft, disease, sickness, or death suffered by the mare and/or foal, or any other cause of action whatsoever arising out of or connected in any way With On Farm Breeding. This Includes but ls not limited to, any claims of damages, loss or Injury that may occur to any person or personal property.
8. In the event of any Injury or death to the mare and/or foal, the Owner will look solely to his/her own insurance. In the event anyone assesses a cause of action against Stallion Owner on account of Injury or death to the mare and/or foal, BPH shall be held harmless from any such cause of action Including cost of defending same
9. If it should become necessary for BPH to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due, the Owner will **pay** BPH all expenses and costs, including reasonable and necessary attorney's **fees** incurred by BPH in enforcing this contract.
10. Any dispute related to this contract will be governed by the laws of the State of Texas and venue of any dispute arising from this Contract shall be In Erath County, Texas.
11. This contract Is non-transferable nor assignable without prior written consent from BPH.
12. **All I international l Clients or US Clients must pay with US Funds via Credit card** (3% **Surcharge for MC, VISA, DISCOVER or 5 % AmEX) Wire Transfer ($50Surcharge)** or **check from a US Bank account.**

 MARE Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BPH/Agent: \_\_\_\_\_\_\_\_Emily Barton\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADDRESS**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CITY/STATE/ZIP**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BPH SIGNATURE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACCEPTANCE DATE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 E-Mail:

Owner/ Agent Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_