

## 2027 HORSE BREEDING CONTRACT

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THIS AGREEMENT, made and entered into this \_\_\_\_ (day) of \_\_\_\_ (month) in the year of 2027

by and between \_\_\_\_\_ (hereinafter referred to as "Mare Owner") residing at \_\_\_\_\_

and **Capo Kane Investments LP** (hereinafter referred to as "Owner of Stallion") located

at **16 Elkshead Terrace Trenton, N.J. 08620**

WITNESS WHEREAS, Owner of Stallion warrants that it is the legal owner of

Capo Kane a 9 year old, bay colt, Micro Chip # 981020027286231 Reg # 1817494

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 out of (Dam) \_\_\_\_\_ due to foal \_\_\_\_\_ (if applicable).

AND WHEREAS,

**Capo Kane** will stand at stud during the 2027 season at Bonner Hill Farms, Littlestown, Pa. and the parties hereto desire to contract to the stallion **Capo Kane**.

NOW THEREFORE, for good and valuable consideration, receipt of which the parties hereby acknowledge

**Stud Fee** The Stud Fee is \$ 2,500.00. Complementary stud fee if foaling in Pa

Mare Owner agrees to pay a **500.00 non refundable BOOKING FEE PRIOR TO BEING COVERED. MARE MUST Foal In Pa for complimentary Season**

**Stallion Certificate will not be released until \$2,500 stud fee is paid if not foaled in Pa.**

The normal breeding season shall be defined as from February 15th until June 30<sup>th</sup> of the year involved.

**Boarding of Mare/s Farm contact Cristina Holmes for boarding and foaling rates 443-854-4404**

**Bonner hill Farms 1175 Teeter Road Littlestown , Pa 17340**

Mare shall be delivered to the stud farm upon the order of a veterinarian who has determined the mare is in heat and is ready for the breeding shed. The mare will remain at Bonner Hill Farms for a sufficient time to be pregnancy-checked, by a licensed Veterinarian, after having been bred.

- a. Mare Owner shall be responsible for payment of boarding fees. Check with the farm for rates plus any Veterinarian care cost needed.

Right of Lien herein below shall at all times apply insofar as monies owed To The Owners of the Stallion.

Owners of the Stallion agree to release said service Certificate for the owner to proceed with the registration of the foal/s.

**The Stallion Service Certificate will not be issued until all fees have been paid in full.**

## Health and Other Requirements

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Upon arrival, all mares shall be accompanied by:

- a. Health certificate indicating current vaccinations
- b. A negative Coggins test within the previous 6 months; and,
- c. A Veterinarian Certificate of Reproductive History if any.
- d. 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 choosing, and those expenses will be passed on to the mare owner.
- e. All mares are placed on a regular de-worming program upon arrival, and any related veterinarian expenses shall be paid by the Mare Owner.
- f. 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.
- g. 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 shall remain applicable;
- h. Mare Owner agrees to provide in writing any 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 were 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 were caused by the negligence of Owner of Stallion, its agents, officers, contractors, or employees.

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

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If the Mare does not become in-foal, the parties agree as follows:

#### **Return Breeding**

a. If a live foal, as defined below, does not result from this mating, Owner of Stallion agrees to breed said mare again.

#### **Live Foal**

For the purposes of this Agreement, a live foal shall be one that stands and nurses (LFSN)

#### **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, When Stallion Owner is notified within 30 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.

Provided further, Mare Owner agrees to furnish upon demand a licensed Veterinarian's Certificate of all vaccinations needed by industry standards during pregnancy, regular de-worming's, nutrition adequacy and that the mare was kept off fescue pasture or hay within the 90 days prior to foaling.

#### **If Stallion Unable to Re-Service**

In the event the stallion is not able to re-service said mare all stud fee monies received will be paid back to the Mare Owner, the booking fee is nonrefundable.

#### **Death or Unfitness of Stallion, or 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 licensed Veterinarian, in that event, this Agreement shall become null, and void and all monies paid shall be refunded except for any booking fee.

#### **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 Rebreding**

If the mare is to be re-bred as provided for herein, and the Mare Owner fails to deliver her for breeding the following year, then 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 because of said default.

#### **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**

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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.

Dated:                /        / 2027

Owner of Stallion *Leonard Liberto / Capo Kane Investments LP*

Address: \_\_\_\_16 Elkshead Terrace\_\_\_\_Trenton, N.J. 08620\_\_\_\_

Mare Owner\_\_\_\_\_ (Signature)

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

Cell Number \_\_\_\_\_

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