

Breeding Contract 2009 Season:

Eclipse Quarter Horses

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This STALLION BREEDING CONTRACT for the breeding season of _____ is made and entered into on this _____, day of _____, _____, by and between _____, Hereinafter designated Breeder, and _____, hereinafter designated Mare owner. Mare Owner agrees to breed the mare _____ Reg # _____, to the Stallion ***ETCHED IN THE STARS***, registration # 4024134 for the fee of \$___\$1000.00_____, for a live foal , subject to the following conditions:

1. The stallion fee includes a non-refundable booking fee of \$___300.00, payable upon execution of this contract. The balance of this fee must be paid, with all other expenses, when mare is picked up or when Mare Owner is invoiced, whichever is first. Invoices are payable upon receipt Mare Owner may not remove mare from Breeder's possession until all expenses are paid in full.
2. Breeder agrees to provide suitable facilities for the care and feed of mare and/or foal while in his custody. Mare Owner agrees to pay for care and feed at \$___15___ per day for wet field mares \$___12___ per day for dry field mares: \$___18___ per day for dry barn mares and \$___22___ per day for wet barn mares.
3. Breeder will exercise judgment consistent with recognized standards in care and supervision of mare and/or foal. Breeder assumes responsibility for arranging veterinarian and farrier services as necessary. Breeder's veterinarian will examine mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the mare and/or foal. Mare Owner will pay all veterinarian and farrier expenses.
4. Mares that are not halter broken will not be accepted.
5. The mare shall be in a healthy and sound breeding condition, free from infections contagious, and transmissible diseases. A current negative Coggins Test and health certificate, copy of registration papers (both sides) and health and immunization record must accompany mare, if they do not, Breeder's veterinarian will examine and/ or test mare at Mare Owner's expense. Breeder reserves the right to refuse mare if not in satisfactory condition. If mare is refused, the booking fee shall constitute damages.
6. Breeder agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, Mare Owner will hold Breeder blameless. Mare Owner agrees to give Breeder ample opportunity to settle mare.
7. This Contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal, which stands and nurses without assistance. If a foal is born dead, there are return privileges for the 2008 season only. If Breeder is notified within 14 days and receives a veterinarian's certificate confirming death. If after being pronounced "safe in foal", the mare should miscarry, abort, or prove barren after leaving the Breeder's premises, Mare Owner has the privilege to return her for breeding during the current breeding season February, 2009 through June, 15th 2009, or the following year, 2007.
8. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when stallion fee and all other expenses have been paid in full and, when mare has either, at Breeder's option, (a) been pronounced safe in foal, or (b) has produced a live foal by this mating.
9. Both parties agree that , The Breeder, their agents, or employees are not liable for death, sickness and /or accident including consequential damages caused to the mare and /or foal unless such

death, sickness and or accident was by the willful and wanton gross negligence of the Breeder: and the Mare Owner is not liable for the death, sickness, and or accident including consequential damages caused to the stallion.

10. It is further agreed that should the stallion die, be sold by the owner, or become unfit for service, prior to settling the mare, that \$ _____ of the breeding fee will be refunded: if it has been paid in full, thereby canceling this entire contract; or, if mare dies or becomes unfit to breed, the Breeder, has the option accept another mare according to paragraphs 4 and 5 as a replacement.
11. Embryo Transfer Mares Only: If Mare Owner intends to Employ embryo transfer procedures, Stallion Owner shall be entitled to additional breeding fees should more than one viable embryo result.
12. This Contract is non-assignable and non- transferable. The Mare Owner is responsible for all personal property taxes and full insurance on mare and foal. Company _____ Policy Number _____ Telephone # _____.
13. This Contract is entered into in the state Wisconsin, and will be interpreted and enforced under the laws of that state. If any clause in this Contract is against State Law, then that clause shall be null and void.
14. This Contract shall be construed in accordance with the laws of the State of Wisconsin's and will inure to the benefit of the heirs, personal representatives, and successors and permitted assigns of the parties hereto. Mare Owner hereby irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of Wisconsin's judicial system waives any objection of venue and waives any claim that such actions were brought in an inconvenient forum.
15. . In the case of re-breeds, as stated in the shipped seamen contract. Stallion owner requires the mare to be brought to the breeding barn and remain there until mare is veterinarian check in foal with a heart beat by veterinarian. All veterinarian, farrier and breeding barn costs shall be paid in full before mare leaves breeding barn. A handling fee of \$350.00 shall be charged for collection of the stallion.
16. Should either party breach this contract, the breaching party shall pay for the other's court cost and attorney's fees related to such breach.
17. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract. Additional conditions should be individually initialed by each party. If none check box

When Mare Owner and Breeder sign this Contract, it will then be binding on both parties, subject to the above terms and conditions and conditions.

Breeder's (or authorized agent's) Signature Date

Mare Owner's (or authorized agent's) signature Date

Description of Mare

Mare Owner's Address & Telephone

Booking Fee of \$ _____ received by _____.

Mare Owner/Lessee/Agent Information (circle one)

Name: _____

Address: _____

City, State, Zip: _____

Home Phone: _____

Cell Phone: _____

Fax or email: _____

Form of payment- check # _____

- If mare is leased, a copy of the lease agreement must be provided to Stallion Owner, with properly signed Contract. However, the lease agreement does not become part of this Contract. Stallion Owner specifically denies any contractual liability to original mare owner.