

BREEDING AGREEMENT

THIS AGREEMENT is made between _____,
hereinafter "Breeder" and _____, hereinafter "Owner".

OWNER'S ADDRESS: _____

PHONE NUMBER: (H) _____ (W) _____

1. GENERAL PROVISIONS

1A. FEES:

Breeder agrees to breed the mare listed below to the stallion indicated below. The owner agrees to pay \$_____
_____ for a breeding to _____, Reg.# _____.

A live foal guarantee is included in this breeding fee as addressed in this agreement.

A booking fee of \$_____ is due and payable upon the execution of this agreement. This fee is non-refundable.

Payment agreement: _____

This payment agreement refers to the mare described in this contract: Breeding fees: _____

Booking Fees: _____ Mare care fee :\$ _____ a day, and these fees will run through the length of the mare's stay at the Breeders.

Owner agrees to pay in full all veterinarians bill, breeding fees and mare care before removing the mare from the Breeders.

1B. MARE:

THE MARE TO BE BRED		
Name		Registration Number
Age	Color	Breed
Markings		
Any habits, mannerisms, or health problems that Breeder should be aware that may affect the condition of the mare of other persons or property of the Breeders		

BREEDING AGREEMENT

Owner must provide proof the mare has had the following inoculations and tests prior to moving aforementioned mare onto Breeder premises:

- Equine Infectious Anemia (Coggins) negative
- Influenza
- Eastern and Western Encephalitis
- Tetanus
- Rhinonuminitis
- Parasite Control

In the event that the mare becomes ill or requires medical treatment, the owner shall be notified at once at the following telephone number(s) _____ (Day) _____ (Night).

If the Owner does not immediately inform Breeder regarding measures to be taken or if the mare's health, in the opinion of the Breeders, requires emergency action, Owner confers the right to call a veterinarian or furnish other advisable attention at Breeder's Discretion. Owner agrees to pay for all expenses incurred in connection therewith to Breeders or to the Veterinarian.

Breeder is hereby authorized to act as the Owner's agent to arrange direct billing to the Owner for such services. Owner agrees not to hold Breeder, its owners, agents, management, or employees liable for results of veterinarian services or emergency measures taken by Breeder.

In the event of an emergency, Owners directs Breeder to notify the following:		
Name	Phone	
	Day	Night
Owner		
Agent		
Veterinarian		
Insurance Carrier		

Owner is aware of the inherent risks and dangers involved and surrounding the keeping of/breeding of horses and accepts all consequences of above mentioned activities.

Owner is aware that Breeder does not carry mortality insurance on the breeding horses and therefore, Owner must provide his/her own insurance.

Breeder shall not be liable for any damages to the mare arising out of or from the breeding of the mare or that may occur from any cause whatsoever in connection therewith including but not limited to loss by fire, theft, running away, death, or injury or after the term of this agreement, whether the mare is on Breeder property or not. Owner shall be solely responsible for all acts and behavior of the mare at anytime during the term of this agreement and in no case shall Breeder, its owners, management, agents, and/or employees be held liable.

Owner shall indemnify Breeder, its owners, agents, management, and employees for all damages sustained or suffered by reason of the breeding or keeping of the animal for any claims arising out of the breeding act or keeping of mare.

BREEDING AGREEMENT

Owner warrants that he/she is the owner/agent of the aforementioned mare and that there is not now any lien or other encumbrance against the mare. Proof of ownership shall be provided to the Breeder.

Owner agrees to follow health measures determined by Breeder, which include parasite control every six weeks and full inoculations twice yearly as determined by the time of the year. Owner accepts costs incurred of said services above and beyond cost of breeding. Owner may contract with his/her own veterinarian to have such services provided, or Breeder can provide such services through the use of its own veterinarian. Breeder is in no way responsible for any reaction or problems arising out of the administration of the above mentioned health measures.

Breeder shall have a lien on the mare for all unpaid breeding, boarding, and other charges resulting from the breeding if the mare pursuant hereto. Owner agrees that in the event the specified breeding charges are not paid after they become due and payable, in accordance with the terms hereof, Breeder may exercise its lien rights and in connection therewith, may dispose in accordance with the laws of the State of _____.

2. WARRANTIES AND GUARANTEES

2A. LIVE FOAL GUARANTEE

Live foal guarantee is conditioned upon the mare being properly cared for during gestation. This includes current vaccines, worming, basic vet care, and proper feeding. If these terms are not met, the guarantee will become null and void. The mare must receive "RHINO" vaccine Pneumabort-K on the 5th, 7th, and 9th months of pregnancy in order for the guarantee to be valid. The owner must present proof that all of these terms have been met at the time of rebreeding. In the case of abortion or still-birth the owner must present verification from a veterinarian at the time of rebreeding. The live foal guarantee applies only to the mare listed above and only this **MARE** will be rebred in the case of an aborted or still-born foal.

2B. COLOR GUARANTEE (IF APPLICABLE)

The owner agrees to pay \$_____ for this guarantee. If the foal at birth has no color at birth that foal becomes property of the Breeder and the same mare will be bred back during the current breeding season. No substitute mare will be allowed to be bred under the Color Guarantee.

2C. REBREEDING

If the mare aborts or a foal is still-born, the mare shall be rebred at no charge during that breeding season. Owner shall still be liable for mare care and veterinarian charges incurred during the rebreeding. If the mare fails to become pregnant after 3 heat cycles, Breeders shall require an inspection by veterinarian to determine whether the mare is barren. Unless otherwise agreed upon, the mare shall only be covered during 3 heat cycles and breeding fee is still due. Owner shall be allowed to rebreed only once. Unless otherwise agreed upon in writing, there shall be no refund of said breeding fees.

3. TERMINATION

Either party may terminate this Agreement for failure of the other party to perform his/her duties provided herein. In the event of default of breach by one party, the other party shall have the right to recover all legal remedies available to the party including but not limited to reasonable attorney fees and costs of any legal action.

This agreement shall be governed by and construed under the laws of the State of _____.

BREEDING AGREEMENT

4. ACKNOWLEDGEMENT

This agreement constitutes the entire understanding of the parties. Any modification or additions must be made in WRITING and signed by all parties to this agreement. The parties hereby acknowledge the terms and conditions of this contract by signing below.

Date: _____

Date: _____

(OWNER)

(BREEDER)

INFORMATION SHEET FOR BREEDING

Owner Information		
Name		
Address		
City	State	Zip
Home Phone	Work Phone	
Employer		

Horse Information		
Name		Registration Number
Breed		Age
Color	Markings	
Barn Name		
Any habits, mannerisms or health problems we should be aware of		
Insurance Information		
Is Mare Insured?	Policy Number	Insurance Company
Contact Person		Phone
Address		

Following services and cost per this contract:

- \$ _____ Breeding Fee
- \$ _____ Booking Fee
- \$ _____ Day mare care
- \$ _____ Color guarantee

Owner's Signature: _____ Date: _____