

# Breeding Contract

This agreement is made on \_\_\_\_\_, 20\_\_\_\_\_ between Hunter Stallion Station and Equine Veterinary Clinic, herein referred to as the Agent and \_\_\_\_\_, herein referred to as the Mare Owner. In consideration of the mutual promise contained herein, the parties agree as follows.

Subject to the terms and conditions listed below, the Agent shall breed the following mare to the stallion

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Mare's Name	Mare's Breed	Registration Number	Year
Sire	Registration #	Dam	Registration #

This contract shall not be assigned or transferred to another individual or corporation. The breeding contracted for by this document may be used only on the mare named above unless the Agent gives prior written authorization.

The Mare Owner, in consideration of the breeding services provided, shall pay the stud fee of \$\_\_\_\_\_ and a Non-Refundable Booking Fee of \$\_\_\_\_\_. The Stud Fee and Booking Fee is to be paid upon the execution of this contract. All board and expenses will be paid in full as incurred or will be applied to the credit card on file.

1. The Agent agrees that should said mare subsequently not produce a live foal that can stand and nurse, the Stud Fee, not including the Booking Fee, will be carried forward to the next breeding season only. A Non-Refundable Booking Fee of \$\_\_\_\_\_ will be assessed on all return breedings and collection fees will apply. If the mare owner fails to claim the re-breeding the following year, any and all fees paid will be forfeited. The right to re-breed under this contract will thereby be cancelled and HSS-EVC and Stallion Owner are released from any further obligation. Mare Owner must provide a satisfactory veterinary certification to that effect within five days of foaling or abortion of the foal. The veterinary certificate must also state that said mare was properly vaccinated against Rhinopneumonitis.
2. It is further agreed that if the stallion dies or becomes unfit for service before breeding the mare, the full stud fee will be refunded. Should any mare named in this contract die prior to breeding or become unfit for breeding, the Mare Owner may return during the current Breeding Season, or the following season, with a substitute mare approved by the Stallion Owner under the same terms and conditions set forth herein. The Breeding Fee will not be refunded.
3. The Mare Owner has inspected Agent's HSS-EVC and has found the facility a safe and acceptable site for owner's mare and/or foal. The Mare Owner agrees to assume the risk of injury, sickness or death to said mare and/or foal at side and further agrees to indemnify and hold the Agent harmless for any loss or injury due to acts of said mare and /or foal at side. The Stallion Owner agrees to assume the risk of injury, sickness or death to the stallion and agrees to hold the Mare Owner harmless for any loss or injury due to acts of said stallion.
4. If the mare leaves the authorized mare care facility prior to a 45-day pregnancy check, or the mare was bred by shipped semen, the Mare Owner is solely responsible for having a license veterinarian check the mare for pregnancy between 45 and 70 days of gestation. A copy of the results of that examination, signed by the veterinarian, must be forwarded to the Agent.
5. Owner agrees to have the HSS-EVC veterinarian perform any necessary veterinarian services including vaccinations, deworming, and farrier services as needed. These administrations or

procedures shall be performed by HSS-EVC or its authorized subcontractors at Owner's expense. It is understood that if these charges are not paid, a Certificate of Breeding will not be issued for the mare and the "live foal" guarantee as stated in article 1 shall be null and void.

6. HSS-EVC reserves the right to refuse to breed any mare for any reason.
7. The Mare Owner hereby grants the Agent a lien on, and secured interest in, the mare and foal produced by a breeding to \_\_\_\_\_ to secure payment of all obligations and amounts due under this contract.
8. **Fresh Cooled Semen** - In addition to the stud fee, Mare Owner agrees to the following prior to each shipment of semen:
  - a. Pay Agent \$300.00 deposit on the equitainer and a \$175.00 collection fee before the first shipment. The equitainer deposit is fully refunded to the Mare Owner when the equitainer is returned, with all parts intact, to agent.
  - b. Pay actual round-trip shipping costs via UPS Account, Federal Express Account or Airlines using Visa, Master Card, Etc., or prepay costs to Agent.
  - c. Return equitainer to Agent within forty-eight (48) hours after insemination. If equitainer is not received within five (5) working days from shipment from Agent, Mare Owner will be assessed a daily rental fee of \$25.00 per day until returned.
  - d. Mare Owner shall notify Agent as soon as mare comes into heat and twenty-four (24) hours prior to shipment date to fit into breeding schedule.
  - e. Semen will be shipped normally via Fed Ex or UPS priority overnight. If Saturday service is not available in your part of the country, Commercial Airline Service will be used.
  - f. Agent shall not be held responsible for costs arising from shipments lost, damaged or delayed in transit.
9. This contract shall be binding when executed.
10. This contract shall be executed in and interpreted under the laws of the State of California.
11. In any action arising out of the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party for the purpose of this agreement if judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to, or during the trial, unless the parties otherwise agree to the settlement or compromise.

_____	Executed on: _____
Signature of Mare owner	Date
_____	At _____
Mare Owner (Print Name)	Physical Address
_____	In _____
Mailing Address	City/State
_____	_____
City, State, Zip Code	Home Telephone #
	Signature of Agent