

# Stallion Live Cover Breeding Contract

I hereby confirm my booking for one service during the 20\_\_\_\_ breeding season to the Stallion Dial A Challenge ApHC # 568497

for the Mare \_\_\_\_\_ Reg No. \_\_\_\_\_

Mare's color \_\_\_\_\_ Age \_\_\_\_\_

Sire \_\_\_\_\_ Sire's Reg. No. \_\_\_\_\_

Dam \_\_\_\_\_ Dam's Reg. No. \_\_\_\_\_

Such confirmation is based upon our agreement as follows:

1. **Payments due from Mare Owner**

- (a) Service fee shall be \$ 500.00. Booking fee of \$ 150.00. Balance \$ 350.00 payable when mare leaves the ranch after breeding.
- (b) Boarding fees shall be \$ 8.00 per day wet (with foal) \$ 6.00 per day dry.
- (c) Mare Owner is responsible for payment of all Veterinarian, Farrier and Board Bills before the mare leaves the ranch.

2. **Health and condition of mare**

- (a) Mare Owner agrees that mare shall be healthy and in sound breeding condition and the Stallion Owner(s) may require certification by a Veterinarian before mare is bred. It is understood that the Stallion Owner(s) or Manager may have their own Veterinarian check mare for normal breeding condition at the expense of the Mare Owner after Mare Owner has been notified. Mare Owner will be consulted before any extensive veterinary treatment is given if it should be necessary.
- (b) Stallion Owner(s) and/or Stallion Manager shall attempt with reasonable diligence to settle the mare; if however, for any reason the mare does not settle, Mare Owner will hold Stallion Owner(s) and/or Stallion Manager harmless.
- (c) If shod, mares to be bred must have their hind shoes removed, preferably before the mare arrives at the breeding facility. If the mare arrives at the facility with hind shoes in place, mare owner will be responsible for the farrier expenses related to the removal of the hind shoes.
- (d) If the above named mare should die during the breeding season, then the mare owner may substitute another mare for breeding in lieu of the mare listed on this contract.

3. **Health and condition of Stallion**

If stallion should die or become unfit for service, then the Mare Owner may breed to another stallion at the ranch. If no other stallion is available for breeding, Stallion Owner(s) will return breeding fees minus the booking fee.

4. **Accident or injury to mare, foal or stallion**

Owner(s) or Manager of stallion and the ranch and their representatives, agree to act with all due diligence and to exercise every precaution in the breeding and care of mare and her foal. However, the Owner(s) of the ranch and/or Stallion and/or Stallion Manager shall not be liable or responsible for disease, injury, escape, or death to the mare or foal unless caused by their negligence. The Mare Owner shall not be liable or responsible for any accident, injury or death to the stallion or for disease.

5. **Live Foal guarantee**

- (a) Stallion Owner(s) agrees to guarantee a live foal. A live foal is defined as a newly born foal less than 24 hours old which stands and nurses without assistance. This guarantee applies only if Stallion Owner(s) is notified in writing or by phone within ten (10) days following death of the foal, which notice must be accompanied by a statement by a licensed Veterinarian.
- (b) Mare Owner is required to give Pneumabort-K + 1b(EVH-1) rhino vaccinations according to manufacturer's specification during the pregnancy of the mare. Mare must also be kept at an acceptable weight and wormed regularly. Failure to follow these guidelines will void the Live Foal Guarantee.
- (c) In the event that the mare aborts or aborts the foal, Stallion Owner(s) shall be notified in writing by a licensed Veterinarian within ten(10) days that the mare is no longer in foal and a rebreeding will be provided that season if before June 15 or for the following season, unless prior arrangements have been made.
- (d) Third year rebreeds are subject to an additional booking fee plus any increase in stud fees. A "No Live Foal Guarantee" applies on third year rebreeds. In the event that the mare is sold or otherwise disposed of prior to the birth of the foal, the Live Foal Guarantee will no longer be valid. **After a third year rebreed, this contract will become null and void and any and all stud fees will be forfeited.**

6. **Breeding certificate**

Breeding certificate shall only be issued when service fee and all other expenses are paid in full and mare has been vet checked in foal by a licensed Veterinarian. The breeder's certificate will be mailed as soon as Stallion Owner(s) receives it.

7. **General provisions**

- (a) Should Mare Owner fail to deliver the mare for breeding or rebreeding on or before June 15, \_\_\_\_\_, the Stallion Owner(s) or Manager shall be under no further obligation with respect to any matter set forth herein, unless prior arrangements have been made.
- (b) This contract shall not assigned or transferred by Mare Owner.
- (c) A photocopy of the Mare's registration papers, showing both sides, must be furnished and returned with this contract.

8. **Legal Provisions**

- (a) Any and all legal actions arising from any disputes within this contract shall be filed in the **County of: Laramie State of: Wyoming**.
- (b) This contract shall be governed by the Laws of the **State of Wyoming** and is hereby executed as of the date signed by the Stallion Owner, which date shall govern the effective dates of said contract.
- (c) In the event it becomes necessary to refer debts arising from this contract to any attorney for collection, or a suit instituted hereon, Mare Owner agrees to pay all court costs and attorney's fees incurred in the suit or collections.
- (d) This contract represents the entire agreement between the parties. No other agreements, promises, verbal or implied, are included unless specifically stated in this written Contract. The original contract will be kept on file at LL Appaloosas and a copy provided for Mare Owner. When Mare Owner and Stallion Owner have signed this Contract, it will then be binding on both parties, subject to the above terms and conditions

9. **Other Comments:**

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Accepted By: \_\_\_\_\_

(Signature of Stallion Owner / Date)

\_\_\_\_\_

(Signature of Mare Owner /Date)

Loretta Grosset

Stallion Owner or Manager (Please print)

\_\_\_\_\_

Mare Owner (Please print)

1178 Prairie Breeze Lane

Address

\_\_\_\_\_

Address

Burns, WY 82053

City State Zip Code

\_\_\_\_\_

City State Zip Code

(307) 547-3988 or cell (307) 631-1716

Telephone No.

\_\_\_\_\_

Telephone No.

Breeding Dates on Mare \_\_\_\_\_

Date mare checked by Veterinarian for pregnancy \_\_\_\_\_

Breeding Certificate issue—Date \_\_\_\_\_ By: \_\_\_\_\_