

Breeding Contract

THIS AGREEMENT, made and entered into this day

of ,20__ , by and between _____ residing at _____, hereinafter referred to as Mare Owner and _____ Jessica Hungerford _____, located at _____ Blue Vista Equestrian Center _____, hereinafter referred to as Owner of Stallion or Jessica Hungerford.

WITNESSETH

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

Blues Red Baron _____ (name of stallion): a _____ year old, sorrel _____ (color),
_____ QH _____ (breed), Registration Number _____ 4370430 _____ ; and,

WHEREAS, Mare Owner warrants that it is the owner of the mare named _____: described as a

_____ (color), mare, foaled in 19____/20____, by

_____ (sire), sire Registration Number _____ and out of _____ (Dam), due to foal _____ (if applicable).

AND WHEREAS, _____ Blues Red Baron _____ (name of Stallion) will stand at stud during the 20__ season at Owner of Stallions Stud Farm, and the parties hereto desire to contract for services of the Mare Owner one seasons booking for 20__ to _____ Blues Red Baron _____ (name of stallion) for the services of the mare.

NOW THEREFORE, for good and valuable consideration, receipt of which the parties hereby acknowledge, the parties **AGREE AS FOLLOWS**:

Booking Fee

1. Upon payment of \$ _____ 50 _____ booking fee by Mare Owner to Owner of Stallion, which shall be non-refundable whatsoever, Owner of Stallion does hereby agree to reserve for the Mare Owner one season booking for 20__ to _____ Blues Red Baron _____ (name of stallion) for the services of the mare.

Stud Fee

2. Mare Owner shall pay to Owner of Stallion a fee in the amount of \$ _____ 300 _____ (plus applicable sales tax) (hereinafter referred to as stud fee). Mare Owner agrees to pay said \$ _____ 300 _____ stud fee on the dates and in the amounts set forth immediately below:

Date: Amount:

The normal breeding season shall be defined at from February 1st until July 1st of the year involved. Acceptance of any partial payment(s) due in this Agreement shall not be deemed any waiver of prompt payment requirements hereunder, and subsequent payment dates shall remain as set forth herein.

Boarding of Mare

3. Mare shall remain at the farm of the Owner of Stallion for a sufficient time (no more than two cycles) to be pregnancy-checked, by a licensed Veterinarian of Owner of Stallion choosing, after having been bred.

(a) Mare Owner shall be responsible for payment of boarding fees at the rate of \$ 5.00 per day for the keeping and ordinary care of the mare and/or foal.

(b) Owner of Stallion agrees to provide the following for the boarding fees indicated:

(a) Feed:

two flakes of hay per feeding;

(hay type, specify if applicable)

as much as six pounds of grain per feeding;

(Feed Type, specify if applicable)

two feedings per day;

(b) Turn-Out

one maximum number of horses pastures or paddock (turn-out) per day during first and second trimesters of pregnancy.

(c) Stall

Box stall with outside paddock.

(d) The Owner of Stallion shall _____ or shall not ___x___ provide reasonable grooming for said mare; the fees for which shall ___x___ or shall not _____ become part of and included in

aforesaid fees.

Furthermore, it is expressly understood and agreed that the boarding of said horse, as agreed to herein, is not a personal services contract and accordingly, any services provided for hereunder may be performed by Stud Farm / Owner of Stallion employees, officers, agents, and /or family members.

(c) The balance of the breeding fee, \$ 350, plus any unpaid boarding and associated fees and expenses shall be paid by the Mare Owner when the mare is picked up; provided, however, paragraph 16 herein below shall at all times apply insofar as monies owed Owner of Stallion.

(d) Owner of Stallion agrees to execute all necessary documents of the registration of the offspring of the breeding; provided, however, that said Breeders Certificates will not be issued until all fees and expenses incurred hereunder have been paid in full by Mare Owner.

Health and Other Requirements

4. Upon arrival, all mares shall be accompanied by:

(a) Health certificate indicating current vaccination for equine influenza, strangles, tetanus, and sleeping sickness; and,

(b) A negative Coggins test within the previous 6 months; and,

(c) A Veterinarian Certificate of Reproductive History.

(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.

(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 is picked up; and, paragraph 16 herein below shall remain applicable;

(h) Mare Owner agrees to provide in writing any particular known health risks/circumstances

which may be relevant to the care of its mare during the period of the performance of this contract. To wit:

Liability

5. Mare Owner agrees to assume all risk of injury, sickness, disease, theft or death to said mare and/or foal at her side, except where 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 Blue Vista Equestrian Center premises to follow, Blue Vista Rules and Regulations for conduct on its premises, which are attached here to and fully incorporated by reference as Exhibit A.

Indemnification

6. 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 where caused by the negligence of Owner of Stallion, its agents, officers, contractors or employees.

In Event Mare Does Not Take and Become Foal

8. In the event that Mare Owners mare does not take and become foal, the parties agree as follows:

Return Breeding

(a) In the event that a live foal, as defined below, does not result from this mating, Owner of Stallion agrees to breed said mare again for _____ additional fee at any time prior to _____, 20 __ ; provided however, the stallion is able to service mares either for said mare or a substitute, approved by Owner of Stallion.

Live Foal

9. For the purposes of this Agreement, a live foal shall be one that stands and nurses without assistance, as in generally recognized in standard veterinary practice; and, which shall be evidenced by a written statement from a licensed Veterinarian within one week from death.

Live Foal Guarantee

10. 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, if Stallion Owner is notified within fourteen 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 Veterinarians Certificate of Rhinopneumonitis vaccinations at 3,5,7,and 9 months of pregnancy, regular, 8 week de-wormings, nutrition adequacy and that the mare was kept off of fescue pasture or hay within the 90 days prior to foaling.

If Stallion Unable to Re-Service

11. In the event the stallion is not able to re-service said mare. Owner of Stallion may substitute another stallion at Mare Owners option, or all monies paid by Mare Owner for the previous service, not including booking fee, boarding fees and veterinarian expenses, shall be refunded to Mare Owner.

Death or Unfitness of Stallion, Mare

12. If prior to the breeding of said mare or after the mare has been bred but not come into 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 by Mare Owner, not including booking fee, boarding fees, other expenses, and veterinarian expenses, shall be refunded. [[_____ initials of parties]]

OR

(alternative paragraph indicated by crossing out and initialing

paragraph immediately above and initialing the paragraph immediately below)

Mare Owner shall have no right of a refund hereunder, but shall have the option of using the following stallions of the Owner of Stallion at:

_____ the charges indicated

_____ plus payment to Stallion Owner of an additional fee in the amount of:
\$ _____,

_____ Alternative Stallion

_____ Alternative Stallion

It being expressly understood by the parties that, in the event of any re-breeding of mare, Mare Owner shall be responsible for any and all expenses involved or incurred in the re-servicing of the Mare Owners mare, including but not limited to, boarding fees and expenses, and veterinarian fees.

Assignment, Transfer

13. 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 Rebreeding

14. If the mare is to be rebred as provided for herein, and the Mare Owner fails to deliver her for breeding the following year, then any and all fees paid shall not be refundable and this contract is hereby cancelled.

Default

15. 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 as a result of said default.

Captions, Headings

17. 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

18. 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 before a notary.

Dated: _____, 20____

Owner of Stallion _____(signature)

address _____

Mare Owner _____ (signature)

address _____

Stud Farm Manager _____

Breeding Form [©2003 The Horse Lover's Corral](#)
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Warning

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND
REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE
FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN
EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS
OF EQUINE ACTIVITIES.

Added by Acts 1995, 74th Leg., Ch. 549, S 1, eff. Sept.1, 1995.

Initials _____