

Kentwood Farms – Stallion Service Contract

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This **STALLION BREEDING CONTRACT** is for the breeding season beginning February 1st _____, and will close July 31st _____, is by and between Kentwood Farms, hereinafter designated Breeder, and _____, hereinafter designated Mare Owner. Mare Owner agrees to breed the mare named _____ Reg No. _____ Breed _____ for the fee of \$ _____ to the stallion **READY TO ZIP** – APHA Reg# 183772 also registered **IM READY TO ZIP** - AQHA Reg# 4558759, for a live foal, subject to the following conditions:

SHIPPED SEMEN:

1. A non-refundable booking fee of \$250 is due at signing and acceptance of this contract along with copies of the mare's papers.
2. A non-refundable balance of \$ _____ is payable before semen is shipped.
3. Each breeding fee includes collection and handling. There are no collection, chute fees, handling charges or container deposits.
4. The Mare Owner agrees to pay for the actual shipping costs and the cost to return the Equitainer to the Breeder. If the Equitainer is not returned immediately after mare is inseminated, a \$350 charge will be billed and no further shipments will be made nor will the Breeder's Certificate be released until the payment of any shipping or container fee costs are paid for.
5. The Mare Owner must notify the breeder by 9:00 a.m. on the date semen is to be shipped.
6. All requests for semen shipments shall be filled as received. Every effort will be made to cooperate with Mare Owner and his/her veterinarian.
7. If mare fails to conceive after three (3) shipments, the mare must be checked by a licensed veterinarian and a statement as to the mare's breeding health sent to the Breeder. Arrangement on mares that cannot be settled will be handled on a case-to-case basis.

MARE CARE:

1. The stallion's fee includes a non-refundable booking fee of \$250 payable with this contract. Mare owner will be invoiced for the remaining Breeder's Fee of \$ _____, and any vet/farrier and mare care fees will be included. Breeding is done by AI only and no live cover will be done. Invoices are payable on receipt and will be paid before mare will be released to Mare Owner. Breeder agrees to provide suitable facilities for the care and feed of the mare and/or foal while in his custody. Mare Owner agrees to pay for the care and feed at the rate of \$8.00 per day dry and \$ 10.00 wet.
2. 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 deemed necessary for the health and safety of the mare and/or foal. All veterinarian and farrier expenses will be paid by the Mare Owner. Mare Owner agrees that the mare will be delivered at Breeder's facility healthy and in sound breeding condition and free from infection and disease as would be normally accepted by a licensed veterinarian.
3. Breeder reserves the right to refuse any mare if not in satisfactory condition. If mare is refused by Breeder the booking fee shall constitute liquidated damages or will be dealt with on an individual basis.
4. Breeder agrees to diligently try and settle the 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.
5. 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 caused by the willful and wanton 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.

BREEDERS CERTIFICATE AND LIVE FOAL COLOR GUARANTEE: (APHA MARES ONLY)

A "Breeder's Certificate" will be issued for the foal conceived by this mating when all the Breeder Fees have been paid and after mare has produced a live foal. The Breeder guarantees a live foal that will stand and nurse at birth if he is provided with proof that the mare has been immunized against Rhinopneumonitis at 5, 7 and 9 months of pregnancy. Live foal means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts her foal or if the foal is stillborn, at return season will be guaranteed to the same mare the following year only. Proper notification needs to be given with a written statement from a licensed veterinarian within 48 hours of the foal's birth/death must be received by Breeder. Mare Owner will be responsible for all return semen shipping fees and for mares bred on site if not delivered by the Mare Owner for rebreeding the following year, then any and all fees paid shall not be refunded. Before the color guarantee will be honored by the Breeder, the Mare Owner must deliver the original Breeders Certificate to the Breeder to verify the lack of pink skin which would deem the foal as "Breeding Stock" in the American Paint Horse Association. When determined that the resulting foal of the original contract is a breeding stock, the Mare Owner is entitled to a rebreed for the same mare to the same stallion for the following year for only ½ of the breeding fee or as negotiated by the Breeder.

NON-ASSIGNMENT

This contract is not transferable or assignable. There shall be no right of return to the stallion if the mare named in this contract is sold, or other wise changes ownership after being served by the stallion. It is agreed that if the above named stallion dies or becomes unfit for service, then this contract shall become null and void, and if this occurs prior to settling the mare, the full breeding fee will be refunded if the fee has been paid in full. This contract is entered into the State of Washington and will be interpreted and enforced under the laws of that state. Venue for any proceedings involving this contract against the Breeder shall be in King County Washington. 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. When Mare Owner and Breeder sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Breeder's Signature _____ Mare Owner's Signature _____

Mare Owner's Address: _____ City _____ State _____ Zip _____

Mare Owner's Phone: _____ Email Address: _____

Booking Fee of \$250 Received By: _____ Date: _____

Please sign and return to Breeder with the booking fee and a copy of the mare's papers. One copy will be mailed to mare owner.