

HORSE BREEDING CONTRACT

THIS AGREEMENT, made and entered into this ____ (day) of _____ (month) in the year of _____(year). By and between _____(mare owner) residing at _____(address & Phone) and Doug Weeding (stallion owner), located at _____, Jordan, Montana. 1(406)853-1287

WITNESS WHEREAS, Owner of Stallion warrants that it is the legal owner of _____(name) a ____year old, _____(color), _____(breed); and, WHEREAS, mare owner warrants that it is the legal owner of _____(Name of Mare): a ____ (age) year old, _____(color), _____(breed), _____(registration number)

AND WHEREAS, _____) will stand at stud during the ____ (year) season and the parties here to desire to contract for services of their mare for the ____ (year) season.

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

Stud Fee

Mare owner shall pay to Owner of Stallion a fee in the amount of \$ _____
Mare owner agrees to pay said \$ _____ stud fee on _____.(Date)

Boarding of Mare

Mare shall remain at the farm of the Owner of Stallion for a sufficient time to be bred through one estrus cycle. It is in the mare owner's best interest to have a breeding exam completed prior to bringing their mare for service to determine the mare's cycle.

Mare owner shall be responsible for payment of boarding fees at the rate of \$ _____ per day for the keeping and ordinary care of the mare. Owner of Stallion agrees to provide the following for the boarding fees indicated:

- A. Two feedings per day of grass/alfalfa mix hay. If grain or supplement feeding is requested, the Owner of Stallion shall accommodate the request provided the Mare Owner provides the grain or supplement.
- B. Free access to clean water.
- C. A separate holding pen.

Boarding fees shall be paid in full, prior to release of the mare to Mare Owner.

Breeding Season

The normal breeding season shall be defined as from April 1st until September 15th of the year involved.

Health and Other Requirements

Mare Owner agrees to certify that the mare is current on vaccinations and is healthy and free of any transmittable diseases prior to dropping off. Mare Owner will provide the Owner of Stallion with documents, if requested, proving that mare is healthy and current on vaccinations.

Mare owner agrees to allow Owner of Stallion to have a qualified Veterinarian check the mare in the event of an emergency or sickness as deemed necessary by the Owner of Stallion. Owner of Stallion will make a reasonable effort to contact the Mare Owner prior to seeking Veterinarian care. In the event

the Mare Owner fails to designate a veterinarian, then Owner of Stallion shall use the services of a licensed Veterinarian of its choice, whose fees shall be paid by Mare Owner.

Mare Owner Veterinarian _____

(Name, address, phone).

Mare owner agrees to pay any Veterinarian fees incurred.

Mare owner agrees to provide in writing any particular known health risks/circumstances which may be relevant to the care of mare during the period of performance of this contact.

Liability

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.

Indemnification

Mare owner agrees to indemnify and hold Owner of Stallion harmless of 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 negligence of Owner of Stallion.

Mare Ultra-sound

Mare Owner agrees to have said mare ultra-sounded by a qualified Veterinarian 20 days after the last breeding date to verify that the mare is pregnant. The Owner of the Stallion will be notified of the results and return breeding rescheduled if needed. Failure to verify pregnancy by ultra-sound voids this contract, no re-breeding will occur and no re-funds will be issued.

In Event Mare Does Not Take and Become In-Foal

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

Return Breeding

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 one additional breeding season provided however, the stallion is able to service mares either for said mare or a substitute, approved by Owner of Stallion.

Live Foal

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

Live Foal Guarantee

Owner of Stallion gives a life 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.

Provided further, Mare Owner agrees to furnish upon demand a licensed Veterinarian's Certificate of Rhinopneumonitis vaccinations at 3, 5, 7 and 9 months of pregnancy, and regular worming schedule.

If Stallion Unable to Re-Service

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 boarding fee and veterinarian expenses shall be refunded to Mare Owner.

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 veterinarian fees.

Assignment, Transfer

This Agreement shall not be assigned or transferred by either party hereto without the prior written consent of other party.

Failure to Deliver Mare on Rebreeding

If the mare is to be re-bred 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

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.

Right of Lien

Owner of Stallion has and may assert and exercise a Right of Lien, as provided for in the laws of the State of Montana, for any amount due for the board and keep of the mare, and also for any charges due hereunder, and Mare Owner further agrees Owner of Stallion shall have the right, without process of law, to attach a lien to said mare after five months of nonpayment and Owner of Stallion can then sell mare to recover its loss.

Captions, Heading

Any captions or headings used in the Agreement are for descriptive purposes only and are not to be considered terms of this agreement.

Entire Agreement

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.

Dated: _____

Owner of Stallion: _____

Mare Owner: _____