

STALLION BREEDING CONTRACT

This contract is entered into and is between the undersigned known as "STALLION OWNER" and the undersigned "MARE OWNER". This contract sets forth the rights and responsibilities of the parties for the breeding season 20____.

The stallion providing breeding services under this contract is _____.
The mare to be bred is _____ Registration Number: _____

1. MARE OWNER shall pay the sum of \$_____ as a breeding fee: \$_____ of which is payable at the time of the execution of this contract as a non-refundable booking fee. The balance of \$_____ together with all unpaid board and expenses shall be paid when the mare is retrieved. The mare will not be released to the owner or the owner's agent of the owner's representative until all fees are paid to date. The STALLION OWNER shall have a possessory lien on the mare of all unpaid bills.
2. STALLION OWNER shall provide suitable facilities for the care and feed of the mare and/or foal while in the possession of the STALLION OWNER. MARE OWNER shall pay for the care and feed at the rate of \$_____ per day for dry mares and \$_____ for wet mares. It is mutually understood and agreed by and between the parties that the term dry mare is a mare without a standing foal at her side and that the term wet mare is a mare with a standing foal at her side.
3. MARE OWNER shall deliver the mare in a healthy and sound breeding condition free from infectious, contagious or transmissible disease. MARE OWNER further agrees that pregnancy examinations shall be authorized as deemed necessary by the STALLION OWNER or the licensed veterinarian then in attendance. If any special or particular veterinary services are required or desired by the MARE OWNER, they shall be specified in writing to the STALLION OWNER on the Mare Disclosure Statement upon the execution of this agreement and at a time not less than seven (7) days prior to when the mare is deposited for service. A current negative Coggins Test document shall be delivered to the STALLION OWNER together with a photocopy of both sides of all registration papers for the mare, veterinarian's health certificate, plus a health worming and immunization recorded must accompany the mare. If said health documents do not accompany the mare, the STALLION OWNER shall notify the MARE OWNER and may direct a licensed veterinarian to examine and /or test the mare at the MARE OWNERS'S expense. STALLION OWNER reserves the right to refuse the mare if the mare is not in satisfactory condition. If the mare is refused, the booking fee shall constitute liquidated damages and the mare owner shall be immediately notified at the address of record contained herein to remove said mare from the premises of the STALLION OWNER.
4. The MARE OWNER shall notify the STALLION OWNER of any dietary or farrier services required of said mare on the Mare Disclosure Statement. The MARE OWNER will pay any exceptional dietary expenses and all farrier expenses.
5. MARE OWNER shall periodically be invoiced for all interim expenses, including but not limited to veterinary services, farrier services and special dietary services as well as board expenses. Said invoices are to be paid by the MARE OWNER upon receipt by MARE OWNER. All board and veterinary charges will be billed at the first of each month and are due upon receipt of the statement. Such charges shall be paid whether or not the mare is settled.
6. STALLION OWNER 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 harmless.
7. In the event the MARE OWNER desires to remove the mare from the STALLION OWNER before he has had ample opportunity to settle her, then all unpaid board expenses and the balance of the breeding fee shall be due and payable. It shall be conclusively presumed that the STALLION OWNER has not had ample opportunity to settle the mare during the breeding season if she is taken from the premises of the STALLION OWNER prior to being bred through at least three (3) heat cycles.
8. STALLION OWNER guarantees a live foal from the breeding contracted for herein. "Live Foal" is defined as a foal that stands and nurses without assistance and survives for fifteen (15) days. Should the mare prove not be in foal in the year bred or lose here foal or should the foal not stand and nurse without assistance, MARE OWNER shall notify STALLION OWNER in writing within one week of the foaling date or the date the mare is proved not to be in foal or loses her foal. Such notice forwarded to the address of record of STALLION OWNER shall be accompanied by a statement from a licensed veterinarian verifying that the foal is not a "Live foal" as defined above or that the foal has been lost as stated above. Under the foregoing circumstances and upon receipt of the specified notice it is agree as follows:
 - a. STALLION OWNER shall give to MARE OWNER a free season to the stallion the following breeding year if he is a standing and fertile stallion. This breeding is reserved to the same mare as originally booked unless other mutually agreed in writing between MARE OWNER and STALLION OWNER, subject to the MARE OWNER paying a chute fee of \$_____ for the breeding season.;
 - b. In the event MARE OWNER fails to deliver the mare or the agreed substitute mare as state above for rebreeding the following year, then any and all fees paid shall not be refunded and the right to rebreed is thereby canceled.
9. In the event the mare aborts after leaving STALLION OWNER'S premises, the MARE OWNER, shall certify o the STALLION OWNER that the mare was accurately and properly administered vaccines to prevent the mare from aborting; such as rhinopneumonitis vaccines reflecting that the mare was administered and appropriate dosage of said vaccine on the fifth, seventh and ninth month of pregnancy.
10. All parties agree that the STALLION OWNER their agents or assigns are not liable for death, sickness or accident including consequential caused to the mare or foal.
11. MARE OWNER shall remove the mare from the premises of the STALLION OWNER within two (2) weeks of notification that the mare is pronounced in foal. It is agreed by and between the parties that the method employed to confirm that the mare is in foal is a sonogram, unless otherwise directed by MARE OWNER on the Mare Disclosure Statement. In the event the MARE OWNER decides that a physical rectal palpation should be used to confirm pregnancy then, in that event, the STALLION OWNER has absolute discretion to engage the services of a licensed veterinarian in order to perform said procedure.
12. The MARE OWNER hereby grants license and permission to the STALLION OWNER to photograph the mare and any get of the above mentioned or promotional purposes. The STALLION OWNER may identify the mare and the MARE OWNER in the event said promotion is engaged.
13. The MARE OWNER hereby certified that he, she or it is the actual owner of record of the mare and has all power and authority to enter into this particular agreement for the mare in question.
14. This contact shall be governed by the laws of the State of Pennsylvania and shall not be transferable by the MARE OWNER without the prior written consent of the STALLION OWNER. A stallion service certificate on the mare will be issued at the request of the mare owner only after payment is received as a result of any bill or expense incurred on behalf of the mare. This agreement together with the Mare Discloser Statement constituted the entire agreement between the parties. Any modification or amendments to the terms of this agreement must be in writing and executed by all parties.
15. It is the intention and desire of the STALLION OWNER to use their best efforts to impregnate the mare and to aide the mare in the delivery of any foal on premises in a professional expert fashion.

This contract is hereby executed as of the date signed by the STALLION OWNER which date shall govern the effective dates of said contract.

Lisa or Stan Cwenaar

Date: _____

Stone Ridge Farm
2844 Ridge Road
Perkasie, PA 18944
(215) 257-0109

Mare Owner: _____

Address: _____

Daytime Phone: _____

Evening Phone: _____

AQHA ID# _____

Mare Owner Signature: _____