



BREEDING CONTRACT

55 Butte Way • Yerington, NV 89447 • Tel. (775) 463-3561

This certifies that _____ has reserved one breeding to IB Extra Fancy Reg # 293,640 for the mare _____, Reg # _____, for the 2008 breeding season for a booking fee of \$250.00 and a stud fee of \$500.00. TSCC (Transported cooled shipped semen) \$ 250.00 per shipment.

1. A non-refundable booking fee of \$250.00 to be paid with this contract. The balance, plus all unpaid board and expenses will be paid when the mare is picked up whether the mare is settled or not.
2. If using TCSS all fees will be paid before shipment will be sent.
3. Breeder agrees to furnish all facilities for the care and feeding of the mare while in their custody. Mare owner agrees to pay agrees to pay for care and feed at the rate of \$12.00 dry/\$14.00 per day for mare care.
4. Mare shall be in healthy and sound breeding condition. Mare owner will furnish breeder with a current photo copy of her registration and a current 30 day culture report.
5. If using TCSS items 3 & 6 do not apply.
6. Breeder will exercise judgment in the care and supervision of mare. Breeder's veterinarian will administer medical care as he or she sees necessary for the health and safety for the mare and foal at the owner's expense.
7. Breeder agrees to diligently settle mare, however, if she fails to settle, for any reason the mare owner will hold breeder blameless.
8. A live foal is described as a newborn which stands and sucks. If the foal is born dead, there are return privileges only if breeder is notified within 7 days and receives a licensed veterinarian's statement confirming death (return privileges are for the following year only). Stallion fee will not be refunded. If the mare returns the following season a booking fee of \$250.00 will be charged for that season and all other fees apply.
9. LCFG (live colored foal guarantee) is offered. If the foal does not have qualifying markings then return privileges are offered for the following year only. Stallion fee will not be refunded. If the mare returns the following season a booking fee of \$250.00 will be charged for that season and all other fees apply.
10. It is agreed that should the mare miscarry or abort after she returns home, mare owner has the privilege to return here for breeding for the current season (Feb to June) or the following year only. If the mare returns the following year a booking fee of \$250.00 will be charges and all other fees apply.
11. If the mare owner fails to deliver the mare for rebreeding the following year, then any and all fees paid shall not be refundable, and the right to re-breed thereby canceled and breeder is released from any further obligation whatsoever.

12. It is mutually agreed that the breeder and any other person associated with the breeder, is no liable for death or any disease, accident or injury caused to the mare and/or her foal, and the mare owner is not liable for the death or any disease, accident or injury caused to the stallion.
13. It is further agreed that should the above named mare die, or become unfit for breeding, the stallion service fee is not refundable, however mare owner may return the following breeding season with a substitute mare approved by the stallion owner/breeder without an additional breeding fee, the booking fee and other expenses are again due and payable.
14. When breeder signs and returns the conformation copy of this contract to the mare owner it will then be a binding contract on both parties, subject to the terms and conditions set forth herein.
15. This contract with not be sold, assigned or transferred by mare owner.
16. There will be no refund of any kind with the following exception. Should the above named stallion die or become unfit for service, the breeding fee will only be refunded. This will not include booking or handling fees, mare care or other expenses.
17. There will be no exception to the terms of this contract that are not provided for in writing and signed by all parties.
18. Early booking discount of \$100.00 off the stallion fee will be applied to all contracts signed and booking fee paid by Feb 15th of the current breeding year.

Notes: _____

Stallion owner _____

Date signed _____

Mare owner _____

Date signed _____